

Council Meeting of
June 16, 2009

Honorable Mayor and Members
of the City Council
Torrance City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Ratification of an Agreement with Clean Harbors Environmental Services

Expenditure: Not applicable

RECOMMENDATION

Recommendation of the Community Services Director that City Council ratify the changes to the Agreement with Clean Harbors Environmental Services, Inc., for the removal and disposal of the remaining sludge, rocks, and cement rings included in the Clean-up phase of the Pond Restoration Project.

Funding

Not applicable.

BACKGROUND/ANALYSIS

On June 2, 2009, your Honorable Body approved a contract with Clean Harbors Environmental Services, Inc., for the removal and disposal of the remaining sludge, rocks, and cement rings included in the Clean-up phase of the Wilson Park Pond Restoration Project. On June 9, 2009, staff received a request from Clean Harbors requesting that certain language in sections 6 and 15 be amended. This language, while irrelevant to the agreement between Clean Harbors and the City, was deemed mandatory by Clean Harbors, and has been approved by the City's Risk Manager. The amended language has been stricken and all additional language has been underlined and reads as follows:

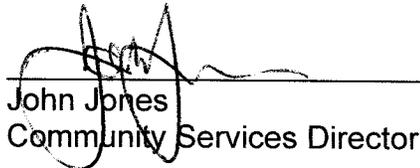
Section 6: "CONTRACTOR authorized CITY to deduct from any amount payable to CONTRACTOR (~~whether or not~~ arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement."

Section 15: "...property loss, ~~however, the same may be caused and regardless of the responsibility for negligence.~~ The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, to the extent caused by ~~arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors.~~ It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will not apply ~~even in the event~~ to the extent of concurrent negligence or willful misconduct on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, ~~except for liability resulting solely from the negligence or willful misconduct of CITY, its officers employees or agents."~~

~~"In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation."~~

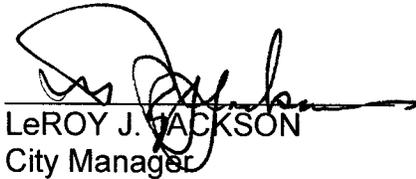
After discussion with the City Attorney's Office it was felt that because this was a change to the previously approved agreement it was appropriate to bring this item back for ratification of the changes listed above. The Community Services Director concurs, and recommends the ratification of the changes. With your approval, the Clean-up phase will begin immediately.

Respectfully submitted,



 John Jones
 Community Services Director

CONCUR:



 LeROY J. JACKSON
 City Manager

Attachments: Revised *Contract Services Agreement*

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of June 2, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to perform the removal and disposal of the remaining sludge, rocks, and cement rings as necessary to the Cleanup phase of the Wilson Park Pond Restoration Project.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 2, 2009.

3. **COMPENSATION**

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$18,498.24 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Mike Simoneau is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Eric M. Ruby

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages

whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, to the extent caused by the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will not apply to the extent of concurrent negligence or willful misconduct on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees. Payment by CITY is not a condition precedent to enforcement of this indemnity.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.

- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Clean Harbors Environmental
Services
42 Longwater Drive
Norwell, MA 02061
Attn: General Counsel - Urgent
Contract Matter
Fax: (310)764-5863

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Clean Harbors Environmental Services
a Massachusetts Corporation

John Jones
Community Services Department

By: _____
William F.O'Conner
Senior Vice-President

LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

Request for Quotation & Addendum to Request for Quotation

May 11, 2009

Request for Quotation
For the Wilson Park Pond Restoration Project

The City of Torrance is requesting two (2) quotes to remove approximately 1-2 inches of rock and soil from the bottom of the Wilson Park pond to expose the existing clay layer and dispose of the material. In addition, two concrete rings and several large rocks will also be removed. The pond is located at 2202 Crenshaw Blvd, Torrance, CA.

NOTE: A job walk at the Wilson Park Pond is scheduled for Thursday, May 14, 2009 at 1 PM, if you have any questions please contact Mike Simoneau at (310) 781-6901.

Quotes:

- Provide primary quote and time frames on removal and disposal of debris in current condition and ;
- Provide secondary quote and time frames on removal and disposal of debris in dry condition including approximate time needed for debris to dry.
- The approximate start date of June 1st to June 8th.
- Please fax your quotes to Mike Simoneau, Park Services Supervisor at (310) 618-3077.

Winning bidder will be required to show:

- Liability insurance \$1,000,000.
- Appropriate Worker's Compensation Insurance for the work performed.
- Auto Insurance \$1,000,000.
- City of Torrance business license.
- Lead time and job completion timeframe.

May 21, 2009
Addendum to Request for Quotation
For the Wilson Park Pond Restoration Project

The City of Torrance is requesting quotes to remove approximately 4-5 inches of rock and soil from the bottom of the Wilson Park Pond to expose the existing clay layer and dispose of the material.

This quote will be an addendum to the previous request for quote of 1 to 2 inches of rock and soil removal.

In addition, the two concrete rings that housed the fountains are to be removed as well as the large rocks in the pond. The Pond is located in the City of Torrance at 2200 Crenshaw Blvd.

A job walk was conducted on May 14, 2009 at 1:00 PM for all interested bidders. If you have any questions for this new addendum to request for quote, please call Vicki Sanchez 310-781-6901 who will be your contact until my return on June 01, 2009.

Quotes:

- Provide primary quote and time frames on removal and disposal of debris in current condition and.....
- Provide secondary quote and time frame for removal and disposal of debris in dry condition including approximate time needed for debris to dry.
- Approximate start date of June 1st to June 8th.

Please fax your quotes ASAP to Mike Simoneau, Park Services Supervisor at 310-618-3077.

Winning bidder will be required to show:

- Liability insurance \$1,000,000
- Appropriate Workers Compensation Insurance for the work performed.
- Auto Insurance \$1,000,000
- City of Torrance business license.
- Lead time and job completion timeframe.

EXHIBIT B
COMPENSATION SCHEDULE

Quote

MAY-27-2009 WED 11:41 AM TORRANCE COMMUNITY SERV. FAX NO. 310 781 7502

P. 01

MAY-27-2009 09:10 AM PARK SERVICES

3108183077

P. 01/04

05/27/2009 WED 9:52 FAX



Page 3 of 6

May 22, 2009
Clean Harbors Environmental Services, Quote #R02436

~~D~~ Wet

QUOTE SUMMARY

4-5"

Description	Estimated Amount
TASK 1: WILSON PARK/WET	\$6,208.00
TASK 2: T&D OF NON-HAZ ROCK	\$10,920.00
Subtotal	\$17,128.00
Estimated Recovery Fee	\$1,370.24
ESTIMATED QUOTE TOTAL**	\$18,498.24

* Quote total is an estimate. Final billing will be based upon actual quantities of resources used and/or volume of waste produced in performance of the quoted services.

People and Technology Creating a Better Environment

P. 01

MAY-27-2009 WED 09:03 AM 3108183077

MAY-27-2009 08:10 AM PARK SERVICES

3106183077

P. 02/04

05/27/2009 WED 7:53 FAX



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May 22, 2009
Clean Harbors Environmental Services Quote #802436

TASK 1: WILSON PARK/WET

Quantity	Description	Unit (UOM)	Days
1	Field Technician	8 hour	4
1	Foreman	8 hour	4
1	Pickup/Van/Car/Crew Cab	4 day rate	n/a
2	BOBCAT SKIDSTEER LOADER	4 day rate	n/a

*Includes portal-to-portal travel time

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL **\$6,208.00**
 Estimated Recovery Fee \$496.64
 Estimated total, including Fees \$6,704.64

TASK 2: T&D OF NON-HAZ ROCK

Quantity	Description	Unit (UOM)	Days
28	CUSTOMER TRASH - SUBCONTRACTOR	1 each	n/a

TASK 2: TOTAL LABOR, EQUIPMENT, AND MATERIAL **\$10,920.00**
 Estimated Recovery Fee \$873.60
 Estimated total, including Fees \$11,793.60

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Clean Harbors' standard credit terms are net 15 days.

People and Technology Working Better Together™



May 22, 2009
Clean Harbors Environmental Services, Quote #801677

Page 3 of 6

Dry QUOTE SUMMARY 4-5"

Description	Estimated Amount
TASK 1 POND CLEANING	\$4,788.00
TASK 2 T&D OF NON-HAZARDOUS ROCK	\$10,920.00
Subtotal	\$15,708.00
Estimated Recovery Fee	\$1,256.64
ESTIMATED QUOTE TOTAL*	\$16,964.64

*Quote total is an estimate. Final billing will be based upon actual quantities of resources used and/or volumes of waste produced in performance of the quoted services.

Receipt and Technology Center, 10000 W. 10th Ave.



May 22, 2009
Clean Harbors Environmental Services, Quote #R01677

Page 4 of 6

TASK 1: POND CLEANING

Amount	Description	Qty / UOM	Days
1	Field Technician	8 hour	3
1	Foreman	8 hour	3
1	Pickup/Van/Car/Crew Cab	3 day rate	n/a
2	BOBCAT, SKIDSTEER LOADER	3 day rate	n/a

* Includes portal-to-portal travel time

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$4,788.00
Estimated Recovery Fee	\$383.04
Estimated total, including fees	\$5,171.04

TASK 2: T&D OF NON-HAZARDOUS ROCK

Amount	Description	Qty / UOM	Days
2K	T&D OF NON-HAZ ROCK	1 each	n/a

TASK 2: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$10,920.00
Estimated Recovery Fee	\$873.60
Estimated total, including fees	\$11,793.60

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Clean Harbors' standard credit terms are net 15 days.

"People and Technology Creating a Better Environment"