AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Waste Transportation and Disposal Agreement; Clean Harbors Environmental Services; Annual BOPA Recycling Event; 9/3/13 thru 11/30/13; $16,974.35

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County & Clean Harbors

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Clean Harbors provides the collection and shipping containers and picks up the product from our annual BOPA event. On the ground management the date of the collection is handled by Gunnison County's Hazardous Materials Response Tea,. Funding for this event is included in the landfill budget. The remainder of the funds are paid by other municipalities and the drop off charges.

Fiscal Impact: The cost of last year's event was $16,974.35

Submitted by: M. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

$18,260 is remaining in 2013 budget for the household hazardous special event costs.

Reviewed by: GUNCOUNTY1\LNIENHUESER Discharge Date: 9/8/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 9/5/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 9/10/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/17/2013 Follow Up Agenda Date: N/A

Revised April 2013

CleanHarbors
ENVIRONMENTAL SERVICES®

WASTE TRANSPORTATION & DISPOSAL AGREEMENT*
Customer Name Gunnison County
Customer Address 200 E. Virginia Ave. Gunnison, CO 81230

This Agreement is between the Customer identified below ("Customer"), and Clean Harbors Environmental Services, Inc. ("Clean Harbors"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term
This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services*
This Agreement shall govern all labpack, transportation and disposal services ("Services") provided by Clean Harbors to Customer. **This agreement does not apply to emergency response services.**

Article 3. Waste Materials
Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials.

Article 4. Transfer of Waste and Title
Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Customer shall pay Clean Harbors for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

Article 5. Payment Terms
Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs incurred by Clean Harbors to collect any payments due under this Agreement, **including reasonable attorneys' fees.** The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

Article 6. Customer Warranties
Customer warrants that it has legal title or authority to waste; that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials will conform to such description; that containers of waste materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

Article 7. Indemnification
Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of Indemnifying Party, its employees or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 8. Insurance
Clean Harbors shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	$500,000
c. General Commercial Liability	$1 million per occurrence $3 million aggregate
d. Automobile	$1 million per occurrence $1 million per annual aggregate
e. Environmental Impairment for Clean Harbors' TSD Facilities	$3 million per occurrence $6 million annual aggregate

Article 9. Excuse of Performance
The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

Article 10. Additional Provisions
Entire Agreement - This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.
Law to Apply - The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: Gunnison County
Signature
Matthew Birnie
Print Name
County Manager
Title
Date 9/10/2013
Customer to complete shaded area.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
Signature
MARK MOONEY
Print Name
REGIONAL VP OF SALES
Title
Date: 9/12/2013