



HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this _____ day of ____, 20__ by and between Lexington-Fayette Urban County Government, (herein after "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 41-2014 (Exhibit "A") and Consultant's Response dated August 20, 2014 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 41-2014 (Exhibit "A").

Community and Clean Harbors hereby agree as follows:

1. At a date and time to be specified in writing at least two weeks in advance by the Community, Clean Harbors shall have present at the following location: _____
_____ 1631 Old Frankfort Pike, Lexington, KY _____ (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.
2. a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$ 149,550.00 (the "Contract Limit").

- b. The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the contract Limit has been reached.
 - c. The failure by Community Coordinator to terminate the collection program before the Contract Limit is exceeded, or authorization by the Community Coordinator to continue the collection program beyond the Contract Limit, shall obligate the Community to pay Clean Harbors for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. Clean Harbors shall not, however, be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
 - d. Community agrees to pay Clean Harbors within thirty (30) days of receipt of the invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after thirty (30) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.
3. The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site to carry out the responsibilities specified in Paragraph 2.b. above.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:
 - a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;

- c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier.
 - e. Liability insurance as outlined in the risk management provisions of RFP No. 41-2014 (Exhibit "A") for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance.
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 2 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.
13. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Attn: _____

To Clean Harbors

Clean Harbors Environmental Services, Inc.
42 Longwater Drive,
P.O. Box 9149
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

14. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
15. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
16. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Kentucky for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Community of:
Lexington-
Fayette Urban
County
Government

Clean Harbors Environmental
Services, Inc.

By: _____

By: Les Cennor

Title: _____

Title: Sr. Vice President

Date: _____

Date: 9/17/14

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Job Information Sheet

Collection Date: _____ Number of Volunteers: _____

Time: _____ Number of Officers: _____

EMERGENCY TELEPHONE NUMBERS

POLICE: _____

FIRE: _____ HOSPITAL: _____

Size and type of container for empty cans and trash: _____

Directions:

Other:

