

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
POLLUTION CONTROL INDUSTRIES  
FOR HOUSEHOLD HAZARDOUS  
WASTE TRANSPORTATION AND DISPOSAL**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and POLLUTION CONTROL INDUSTRIES, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services Division;

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits.**

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit "A."

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$1,320,000.00).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 2, 2003 through December 1, 2006.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds.**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

**6. Relationship of Parties.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless.**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting.**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability ..... \$2,000,000
- (b) Motor Vehicle Liability Insurance ..... \$1,000,000
- (c) Professional Liability ..... \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. es.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination.**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General* . . . . . No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
- i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records.**

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

**13. Merger Clause.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo County Environmental Health  
Attn: Dermot Casey  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94403

**In the case of Contractor, to:**

Pollution Control Industries  
Attn: Russell Theriault  
West Coast Field Svc. Mgr.  
11855 White Rock Road  
Rancho Cordova, CA 95742

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President,  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

POLLUTION CONTROL INDUSTRIES

*R. Theriault*

Russell Theriault, Contractor

Date: 10/9/03

*J. Newell*

John Newell, Contractor

*PRESIDENT/CEO*

## Exhibit "A"

### **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments specified in Exhibit "B", Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement.

All services performed by the Contractor must be in accordance with all applicable federal, state, county, and municipal laws, to licensure and certification regulations.

Services shall be performed at both the County permanent facilities and the County temporary Events.

Permanent facilities are located at:

Half Moon Bay, Pacifica, San Bruno, San Carlos, San Francisco  
25 lab pack pick ups per year estimated  
25 flammable liquid and loose pack pick ups per year estimated

This is an estimate only and the County is not obligated to any specific quantity of pick ups. The County reserves the right to add or delete permanent facilities without penalty.

County temporary events: 22 each per year estimated

This is an estimate only and the County is not obligated to any specific quantity of temporary events.

Work Plan - The Contractor shall submit a work plan and procedures for identifying, categorizing, packaging, labeling, manifesting, consolidating oil/solvent base paint and solvents, transporting, treating, and disposing of hazardous wastes collected from households.

Operational and Strategy Meetings - Contractor will attend operational and strategy meetings and/or participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting coordinated by Dermot Casey.

Technical Materials - Contractor will provide waste profiles and any other necessary paperwork for necessary permits and variances and Transfer Storage Disposal Facility acceptance.

Supplies and Equipment - Contractor will be responsible for using appropriate supplies, materials, vehicles, and drivers for the collection, packaging and transportation of wastes as designated by federal and state laws and regulations. The Contractor shall provide a detailed list of supplies and equipment to be utilized.

Waste Segregation and Packaging - Contractor will be ready to accept wastes from the public at the time specified by and at the discretion of the County.

Contractor will at the request of the County segregate wastes into compatible categories for lab packing, in accordance with federal and state regulations. The Contractor will at the County's request complete waste inventories and drum inventories and provide Quality Assurance/Quality Control coordination to ensure acceptance of the waste by the recycling, treatment of disposal sites.



Contractor will have available additional technicians for the consolidation of oil/solvent base paint and solvents as required.

Contractor will not be responsible for collecting, consolidating, and/or making arrangements for recycling of latex paint, used oil, antifreeze, lead-acid batteries, fluorescent tubes, mercury also included are all other waste that can be recycled. Contractor will accept such items at the request of the County if such items are considered unrecyclable or pose a hazard (e.g., a leaking battery or contaminated paint).

Segregation of Materials for Reuse - Contractor will set aside reusable items well marked and currently available for over-the-counter purchase. The County may choose to accept or reject such items for the reuse program. Rejected items will be managed by the Contractor as HHW or as non-hazardous waste as appropriate.

Unknown Waste Identification - Contractor will test and identify unknown wastes and make a determination of hazard class for subsequent packaging, transportation, and disposal.

Recycling, Treatment, and Disposal - The County reserves the right to select the waste management method for all waste streams and to approve all sites to which the wastes will be taken. The County prefers to recycle or reuse as much material as possible.

Contractor will arrange and provide for the ultimate disposition of the wastes. The County shall not be responsible for additional costs incurred as a result of a Treatment Storage and Disposal Facility (TSDF) refusing to take waste from the Contractor.

Contractor must submit certificates of destruction as proof of treatment/disposal for the final disposition of the wastes. Copies of all completed inventories, hazardous waste manifests, and certificates of destruction must be received prior to full payment.

Waste Manifest - Hazardous waste manifests will be prepared by the Contractor. The County will not be responsible for payment of additional costs as a result of manifest errors.

Waste Removal and Transportation - Contractor will load wastes into a truck for transportation to a permitted disposal/incineration site or County location at the County's request. Immediately following the termination of processing wastes on the last day of the collection. The collection sites will be completely cleared of waste, equipment, vehicles, and personnel by the time specified by and at the discretion of the County.

Contractor will transport latex paint collected to: Eastwood Paint & Varnish, 2195 Curtis Street, Hayward, CA 94545, for recycling/reprocessing.

The average latex paint shipment consists of approximately 12 drums.

Reporting Requirements - Contractor is responsible for providing to the County, following the completion of each event, a detailed accounting of how much waste was collected within each waste category, how the waste was packaged (e.g., labpack vs. bulk), and where the waste was treated or disposed. By July 31st of each contract year, the Contractor will submit a cumulative account of the type, quantities, and disposal/management method of hazardous wastes to comply with the California Integrated Waste Management Board Form 303.

All Contractor employees involved in the transportation and handling of County hazardous waste shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.

Contractor shall transport and handle County hazardous waste in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate.

Contractor and all transporters and disposal facilities to be used must be fully permitted and licensed to perform services by all applicable local, state and federal agencies.

#### Liquidated Damages

The penalties set forth below shall be agreed upon as liquidated damages and will be deducted from any money due the Contractor under any agreement which may be awarded arising from the Invitation to Bid.

#### DAMAGE INCIDENT

#### PENALTY

Contract staff no-show.

Twelve (12) hours credits per no-show incident.

Contract staff more than one hour late.

Labor credit at twice the number of hours difference between the scheduled start time and the actual arrival time. Two (2) hours credit per late person (1) hour late.

Contract staff arrives unprepared for work (to include, but not limited to, no steel-toed boots and /or long pants, not clean shaven).

Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time.

The program finds a Technician lacking proficiency in Technician duties.

The assigned Technician will be paid at rate of 80% of the Technician hourly rate or shall be replaced, as determined by Program Staff.

Unsatisfactory performance.

Four (4) hours labor credit per unsatisfactory performer.

Prices quoted will be firm through the contract period. The County may, however, receive the benefit of any public price reductions announced during this period.

Contractor shall submit a copy of the firm's Contingency Plan and Safety program which includes safety policies and procedures.

Contractor shall be a current certified hazardous waste hauler in each jurisdiction of activity. Copies of State certifications shall be included with the Invitation to Bid.

## **SERVICES TO BE PERFORMED BY COUNTY**

**Information and Appointments** - The County will staff a telephone line and web site to provide information on HHW, and to schedule appointments for dropping off HHW at the various collection sites.

**Source Reduction** - The County will develop and disseminate materials and information on alternatives to toxic products through programs it will implement throughout the County.

**Collection Program Publicity** - The County will develop and disseminate educational material, including but not limited to press releases, garbage bill inserts, and flyers publicizing this program.

**Site Selection** - The County will select the collection sites throughout the County in accordance with applicable regulations and in coordination with guidelines jointly established by the County and Contractor. The County will have the final authority to approve each site.

**State Permits** - Following site selection the County will prepare and submit the required notifications or permit variance applications and obtain an extremely hazardous waste permit from the California EPA.

**EPA ID Numbers** - The County will obtain all EPA identification numbers.

**Operations/Contingency Plan** - The County will develop an Operations Plan, including a Contingency Plan. The County will work in close coordination with the contractor to ensure that hazardous waste collection activities are provided in a safe manner, meeting all local, state and federal regulatory requirements. The County will supply a copy of the Operations/Contingency Plan for all locations at all events.

**Local Permits** - Depending on the sites selected local permits may be necessary. The County will have responsibility for obtaining local permits.

**Agency Notification and Emergency Response** - The County will notify local agencies, such as fire and police departments, of the collection programs.

**Participant Survey** - The County may conduct a survey of program participants.

**Event Staffing** - The County will be responsible for providing staff to direct traffic, check for County residency, hand out and collect surveys, distribute informational and educational materials, unload cars, screen wastes, deliver wastes to appropriate sorting areas, and consolidate latex paint and motor oil. The staff provided by the County will be either directly hired or obtained through contract.

The County may be responsible for providing staff to consolidate solvent-based paint and flammable liquids.

**Arrangements for Recycling** - County staff will make arrangements for the recycling of latex paint, used oil, antifreeze, auto and household batteries. The contractor is required to recycle as much of the waste collected as possible.

Equipment - The County will provide the tents, signs, portable fencing, forklift, and personal protective clothing for County employees.

Non-hazardous Waste - The County will provide debris drop boxes for non-hazardous waste.

Manifests - A County representative will be designated to review and sign the hazardous waste manifests and bills of lading.

## **Exhibit "B"**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event within thirty days to County for reimbursement. All services will be invoiced in accordance with the Bid Form "Attachment I". A copy of all Manifests and Work Authorizations shall be attached to each invoice. Upon approval of invoices, County shall reimburse Contractor for the services provided.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

NONE

Name of 504 Person - Type or Print

Pollution Control Industries

Name of Contractor(s) - Type or Print

11855 White Rock Rd

Street Address or PO Box

Rancho Cordova CA

City

CA

State

95742

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

10/8/03

Date

[Signature] OPERATIONS MANAGER

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Pollution Control Industries, Inc.  
Contact Person: Ms. Nancy Sanders  
Address: 4343 Kennedy Avenue  
East Chicago, TN 46312  
Phone Number: (219) 397-3951  
Fax Number: (219) 397-6411

II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Nancy Sanders  
Signature

NANCY SANDERS  
Name (Please Print)

Director of H.R.  
Title

10/7/03  
Date

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: 9/30/03

TO: Priscilla Harris, Risk Manager

FROM: Mary Jappan FAX \_\_\_\_\_ PONY EHS126

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Pollution Control Industries

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 mil	X	_____	_____
Motor Vehicle Liability	1 mil	X	_____	_____
Professional Liability	_____	_____	X	_____
Worker's Compensation	2 mil	X	_____	_____

REMARKS/COMMENTS:

  
SIGNATURE 9-30-03



# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KJ  
POLLUTI

DATE (MM/DD/YYYY)  
09/24/03

SAN MATEO COUNTY  
ENVIRONMENTAL HEALTH

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

Carl E. Mellen & Co.  
601 Greenwood Avenue  
Waukegan IL 60087

SEP 29 2003

RECEIVED

Phone: 847-244-3500 Fax: 847-244-5317

INSURED

Pollution Control Ind., Inc. &  
Pollution Control Ind., TN LLC  
& Pollution Control CA, LLC  
4343 Kennedy Ave.  
East Chicago IN 46312

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Greenwich Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GEC 000003603	01/01/03	01/01/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	AEC 000003703	01/01/03	01/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	AEC 000003703	01/01/03	01/01/04	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY	UEC 000004103	01/01/03	01/01/04	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
A	Cons Environ Liab	PEC 007923	12/19/00	01/01/06	OCC/AGG	2 MLN/4 MLN
A	Poll/Remed Liab	PEC 007924	12/19/00	01/01/06	OCC/AGG	5 MLN/10MLN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Property Policy No. ZEC 000004003 - 1/01/03-04 \$100,000 deductible.  
\*Additional Insured: County of San Mateo

## CERTIFICATE HOLDER

SANMATE

County of San Mateo  
Purchasing Division  
ATTN: Mr. Dermot Casey  
455 County Center  
Redwood City CA 94063

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Richard Mellen*

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/18/2003
<b>PRODUCER</b> ARTHUR J. GALLAGHER & CO. THE GALLAGHER CENTRE TWO PIERCE PLACE ITASCA, IL 60143	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> PEO AMERICA, LLC 125 S. WASHINGTON STREET NAPERVILLE, IL 60540	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: ZURICH-AMERICAN INSURANCE OF	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS / COMPROP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY: EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC929753404	04/01/03	06/30/04	X WC STATUS, TORY LIMITS    OTH FR E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 TO COVER LEASED EMPLOYEES OF "POLLUTION CONTROL INDUSTRIES, 11855 WHITE ROCK ROAD, RANCHO CORDOVA, CA 95742"

<b>CERTIFICATE HOLDER</b> POLLUTION CONTROL INDUSTRIES 11855 WHITE ROCK ROAD RANCHO CORDOVA, CA 95742	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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