

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: ENVIRONMENTAL RESOURCES

BOARD AGENDA # *B-13

Urgent

Routine

AGENDA DATE November 6, 2007

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter into an Agreement with 21st Century EMI of Nevada, Inc., for the Removal and Disposal of Hazardous Waste at the Stanislaus County Household Hazardous Waste Collection Facility

STAFF RECOMMENDATIONS:

Authorize the Director of the Department of Environmental Resources, or her designee, to sign and enter into an agreement with 21st Century EMI of Nevada, Inc., a wholly owned subsidiary of PSC, for the removal and disposal of hazardous waste at the Stanislaus County Household Hazardous Waste Collection Facility, at a cost not to exceed \$851,550 over a five-year period expiring on October 31, 2012.

FISCAL IMPACT:

The cost for the removal and disposal of hazardous waste is collected from a \$3.00 per ton tipping fee surcharge on waste that is deposited at the waste-to-energy facility. The Department of Environmental Resources has accounted for these disposal costs in its existing budget. The amount of \$851,550 accounts for the annual average cost plus a fourth and fifth year cost increase imposed by the contractor. The Department will continue to budget for these costs in future fiscal years.

BOARD ACTION AS FOLLOWS:

No. 2007-878

On motion of Supervisor Mayfield, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

On September 25, 1990, the Board of Supervisors approved the implementation of a comprehensive Household Hazardous Waste (HHW) Program. The program consists of a public education and awareness element, a permanent household hazardous waste collection facility (which opened in April 1992), a mobile collection program (which started in April 1994), and a small business collection program (which started in December 1994).

On January 30, 2007, the Board of Supervisors authorized the Director of the Department of Environmental Resources (Department) to extend the initial term of a contract with Clean Harbors Environmental Services (formerly MSE Environmental) to coincide with the fiscal year ending June 30, 2007, in an amount not to exceed \$176,000. The Department chose not to extend the contract beyond this date and instead, chose to put these services back out to a competitive process. The contract was for the removal and disposal of hazardous waste at the County's Household Hazardous Waste Collection Facility.

The Department of Environmental Resources, in partnership with the General Services Agency Purchasing Division, issued a Request for Proposal (RFP) on July 27, 2007, for hazardous waste transportation and disposal services. Three contractors responded to the RFP as follows: Clean Harbors Environmental Services, 21st Century EMI of Nevada, Inc., a wholly owned subsidiary of PSC (21st Century), and MS Environmental Solution, Inc.

Four evaluators reviewed and evaluated the responses to the RFP and 21st Century was chosen to be the most qualified contractor based upon a review of the submitted proposals. 21st Century EMI of Nevada, Inc., also provided the lowest priced proposal. The price analysis was based on the largest volume of HHW items typically transported and disposed of from the Stanislaus County HHW facility. The complete RFP evaluation criteria encompassed the following seven (7) areas: Record of Violations, Experience in HHW Management, Qualification of HHW Disposal Sites, Level of Service, Insurance, Proposer Response and Pricing.

The proposed Independent Contractor Service Agreement with 21st Century for hazardous waste transport and disposal has a term of five years and is set not to exceed \$851,550. The agreement shall be effective from November 1, 2007, or the date the contract is awarded, whichever is later, through October 31, 2012. The cumulative amount of the contract shall not exceed \$851,550 over a five-year period (Attachment A). Annual expenses in the prior contract were \$158,000 per year and under this new contract they will average approximately \$170,000 per year.

Approval to Enter into an Agreement with 21st Century EMI of Nevada, Inc., for the Removal and Disposal of Hazardous Waste at the Stanislaus County Household Hazardous Waste Collection Facility
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POLICY ISSUES:

The Board of Supervisors should determine if staff's recommendations are consistent with its priorities of striving for a safe community, a healthy community, and the efficient delivery of public services.

STAFFING IMPACT:

There are no staffing impacts associated with this item.



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, Ca 95358
Phone: (209) 614-3835
Fax: (209) 525-6773

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and 21st Century EMI of Nevada, Inc., a wholly-owned subsidiary of PSC ("Contractor") on November 20, 2007

Recitals

WHEREAS, the County has a need for services involving the loading, transporting, recycling, disposing, documenting and reporting of Household Hazardous Waste (HHW); and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A and **Exhibit B**.

2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from

any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or

occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others

during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Environmental Resources
Attention: Susan M. Garcia, C.P.M., A.P.P.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: 21 Century EMI of Nevada, Inc.
Attention: Linda Brown
555 Getty Court, Suite H
Benicia, CA 94510

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

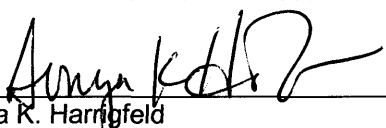
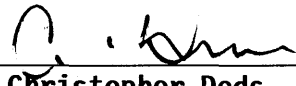
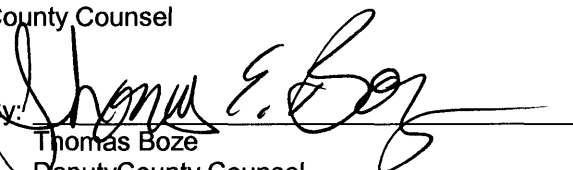
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By:  _____ Sonya R. Harrigfeld Director</p> <p style="text-align: center;">"County"</p>	<p>21ST CENTURY EMI OF NEVADA, INC.</p> <p>By:  _____ Name Christopher Dods Title President</p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS TO FORM: Michael H. Krausnick County Counsel</p> <p>By:  _____ Thomas Boze Deputy County Counsel</p>	

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide all the labor, tools, materials and equipment to safely and lawfully document, load, transport, treat and recycle/dispose of the collected household hazardous waste prepared and packaged by County staff at the County's HHW collection site at Morgan Road, Modesto, California on an as needed basis.

The County shall submit a formal request to the Contractor's representative, via email or fax at least five (5) days in advance of the desired pick up date. The request shall consist of the preferred pick up date and the quantity and size of containers per individual waste stream. Contractor shall confirm via fax or email the actual date the pick up will be made. The Contractor shall make confirmation of the actual pick up date to the County, at least three (3) working days in advance of the pick up. The Contractor shall fax or email the County a cost estimate of the desired pick up, at least four (4) working days in advance of the desired pick up. The cost estimate shall be based on the rates established in Exhibit B.

The Services to be provided shall include, but not be limited to the following:

1. **Project Management:** The Contractor shall designate a Project Manager to act as primary contact with the County.
2. **Labor:** The Contractor shall provide all necessary labor, material, equipment and tools to safely and lawfully document, load, transport and recycle/dispose of the collected hazardous waste prepared and packaged by County staff at the County's HHW collection site at Morgan Road, Modesto, California. Contractor shall pick up packaged waste at 1716 Morgan Road, Modesto, CA. Manifesting, loading, shipping and disposal tasks shall be conducted in accordance with all applicable requirements of Federal, State, and local laws and regulations. Contractor shall provide properly trained, licensed and qualified personnel to perform various duties as part of the collection, transportation and disposal of HHW. Contractor shall be solely responsible for transporting all wastes to the appropriate destination in a manner consistent with Federal, State and local statutes and regulations.
3. **Documentation:** The Contractor's personnel shall properly prepare for each HHW shipment, all required manifests, related shipping documents, land disposal restrictions, certificates of destruction, summary reports, and any appropriate documentation, certificates and records as required by applicable federal, state and local laws and regulations. Contractor shall provide copies of manifests, shipping documents, land disposal restrictions and certificates of destruction to the County. Contractor shall correct all errors and discrepancies and shall make subsequent notifications to State and Federal regulatory agencies as required. Contractor shall submit proof of proper treatment/disposal to County following the ultimate dispositions of the waste. All documents shall be filled out clearly, correctly and legibly, and copies of any manifest attachments shall be provided to County at the time of transport.

Documentation submitted shall include, but not be limited to:

- a. Hazardous waste manifests.
- b. Certificates of Waste Disposition or recycling for all shipments of waste to the Contractor's management facility.
- c. State and/or federal land disposal restriction notification forms.
- d. Forms, documents, or certificates required for receipt of waste by TSDFs.
- e. HHW load summary report, listing and sorted by hazardous waste manifest number and by DOT hazard class, which includes the following information for each drum collected: unique drum ID number, container type/size, estimated actual quantity of wastes (in

pounds exclusive of container and absorbent for solids and gallons for liquids) and TSDF profile number (if applicable). The report shall also include subtotals of the number of drums and weight/volume of wastes for each manifest and DOT hazard class and the total number of drums and weight/volume of wastes for all hazard classes.

The Contractor shall prepare a report after every pickup certifying dispositions of the waste. The Contractor shall submit a completed report, which shall be customized to the County's specification within three (3) months. The report shall include the following:

- a. Disposal Documentation
 - b. Waste Disposal Breakdown Summary
 - c. Completed 303 by July of each year.
4. **Training:** Contractor shall provide a minimum of 16 hours of initial training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations. Training shall also cover pertinent hazardous waste operations and emergency response (HAZWOPER) topics, not covered in California Specialized Training Institute's (CSTI) 24-hour hazardous materials first responder operations (FRO) course. Training shall initially be presented to up to 2 County employees. Thereafter, on an annual basis for the duration of the contract, Contractor shall also provide one 16-hour session for new hires and one 8-hour annual refresher session for all employees. There is no cost to the County for this training. See Exhibit B – Price Schedule.
 5. **Customer Service:** Contractor's customer services shall include prompt lab pack inventory approval; prompt waste transportation scheduling, supplying drums (if requested), other materials (if requested), staffing on a limited basis (if requested) and detailed and accurate billing.
 6. **Materials/Supplies:** Contractor shall provide all drums (if requested), cubic yard boxes (if requested), absorbent, safety equipment, signage, labels, appropriate shipping papers, and other equipment and materials used in conjunction with the operations of HHW collection, transportation and disposal.
 7. **Price Schedule:** Refer to Exhibit B for price schedule. The County prefers to utilize non-landfill management methods where feasible. Recycling, fuel substitution, treatment, incineration and other alternatives shall be considered for use, where practical.
 8. **Recycling/Disposal:** Contractor shall provide for the ultimate disposition of the hazardous waste. County shall not be responsible for additional costs incurred as a result of a Treatment, Storage and Disposal Facility (TSDF) or recycling facility refusing to accept any waste material from Contractor. County reserves the right to approve or reject the management method and disposition facility selected by Contractor.
 9. **OSHA Compliance:** All services, training and materials, equipment provided by Contractor must comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), DTSC and any applicable regulatory agency requirements. Contractor shall ensure that all personnel performing services under the contract shall have received training appropriate to their assigned tasks and that this training is current (including any subcontractors).

Contractor warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment shall not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.
 10. **Standards Compliance:** Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants and loans of facilities included on the EPA List of Violating Facilities. The

Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

11. **Transportation:** Contractor shall only utilize vehicles that are properly certified by the United States Environmental Protection Agency (EPA) and the California Department of Toxic Substances Control (DTSC). Requirements that must be met include a DTSC Hazardous Waste Transporter Registration and any other transport licenses needed for the safe and legal transportation of collected hazardous waste. Contractor shall be solely responsible for transporting all wastes to the appropriate destinations(s) in a manner consistent with Federal, State and local statutes and regulations.
12. **Limitations:** The Contractor shall be required to manage all types of hazardous waste as allowed by applicable laws and regulations and that have reasonable handling and disposal costs. In addition to limits established by applicable laws and regulations, the County reserves the right to further limit waste types and quantities that the Contractor may accept. Contractor shall list types of hazardous waste that they cannot accept and suggest management methods for these waste materials if residents bring them to a collection event or if a business requests management of this waste. Biological waste, explosives, and radioactive wastes are not currently accepted at the County operated HHW collection facility.
13. **Personal Protective Equipment:** Contractor shall provide contractor's personnel with all personal protective equipment (PPE) needed for use while performing tasks at the County's HHW collection facility. This includes, but is not limited to, gloves, face shields, eye protection, hats, respiratory protection equipment, back support and suitable splash protection suits. All Contractors' personnel shall wear a minimum level of personal protective equipment consisting of Tyvek coveralls or equivalent, gloves, steel-toed footwear, and protective eyewear.
14. **Responsibility During Transport:** Contractor assumes all responsibility allowed by law for the proper management of hazardous waste from the point at which Contractor accepts it for transportation to the point at which it reaches the disposal or treatment destination.
15. **Responsibility for Damage:** Contractor shall take every precaution to protect all public and private property during the performance of the contract. All damages to public and private property by Contractor's personnel working under a sub-contractual agreement with Contractor or by Contractor's equipment shall be promptly repaired to the condition existing prior to the damage or be replaced. All such repair or replacement costs shall be the sole responsibility of the Contractor.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

Contractor shall be compensated on a time and materials basis, based on the rates established in the "Price Schedule" - Exhibit B attached hereto and, by this reference, made a part hereof.

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$851,500.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. INVOICE REMIT TO:

The remit to address is:

Stanislaus County
Department of Environmental Resources
Attention: Accounting
3800 Cornucopia Way
Suite C
Modesto, Ca 95358

E. REPRESENTATIVES

The County's Project Manager is Beronia Beniamine, (209) 525-6746. The Contractor's representative is Richard Allgood 1-877-748-3040.

F. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. AGREEMENT PERIOD

This shall be effective from November 1, 2007 or date of award; whichever is later, through October 31, 2012.

I. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

J. REMOVAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this Agreement.

If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of this Agreement, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this Agreement.

K. MULTI-YEAR CONTRACTS

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the County shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

L. COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the County of such violation.

M. TRANSPORTATION

Title or Ownership of any hazardous waste transported as a result of this Agreement passes to the Contractor at the point the carrier accepts the waste.

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EXHIBIT B

PRICE SCHEDULE

PRICE SCHEDULE:

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work in accordance with the below price schedule.

The pricing for the five (5) year Agreement is as follows:

YEARS 1-3

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
1	Oil-Based Paint	Recycle	Bulk	\$ 60.00	\$ 95.00	\$ 110.00	\$ 145.00	N/A
		Fuel Substitution	Bulk	\$ 60.00	\$ 95.00	\$ 110.00	\$ 145.00	N/A
		Alternate Method						
		Fuel Substitution	Lab-pack	\$ 60.00	\$ 78.00	\$ 115.00	\$ 155.00	\$ 475.00
2a	Flammable Liquids	Fuel Substitution	Bulk	\$ 60.00	\$ 80.00	\$ 95.00	\$ 125.00	N/A
		Alternate Methods						
		Fuel Substitution	Lab-pack	\$ 60.00	\$ 78.00	\$ 115.00	\$ 155.00	\$ 475.00
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack	\$ 60.00	\$ 78.00	\$ 115.00	\$ 195.00	\$ 475.00
		Incineration	Lab-pack	\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
3	Flammable Solids	Fuel Substitution	Lab-pack	N/A	N/A	N/A	N/A	N/A
		Fuel Substitution	Bulk	N/A	N/A	N/A	N/A	N/A
		Alternate Method						
		Incineration	Lab-pack	\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	N/A
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack	\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 575.00

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
4a cont...		Incineration	Loose-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 575.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
4b	Aerosol cans (Poisons)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 575.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
4c	Aerosol Cans Corrosives	Treatment/Neu- tralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 575.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack					
				\$ 40.00	\$ 75.00	\$ 105.00	\$ 140.00	\$ 350.00
Fuel Substitution Loose-pack								
				N/A	N/A	N/A	N/A	N/A
Incineration Loose-pack								
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
6a	Corrosive, Inorganic (Acid or Base)	Treatment /Neutralization	Lab-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	N/A
Treatment /Neutralization Bulk								
				\$ 70.00	\$ 100.00	\$ 150.00	\$ 200.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
6b	Corrosive, Organic (Acid or Base)	Treatment /Neutralization	Lab-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	N/A
Treatment /Neutralization Bulk								
				\$ 70.00	\$ 100.00	\$ 150.00	\$ 200.00	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
6b contin...	Alternate Method			N/A	N/A	N/A	N/A	N/A
7a	Oxidizer, Solid	Treatment /Neutralization	Lab-pack	\$ 100.00	\$ 145.00	\$ 215.00	\$ 285.00	N/A
		Treatment /Neutralization	Bulk	\$ 100.00	\$ 160.00	\$ 244.00	\$ 325.00	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A
7b	Oxidizer, Liquid	Treatment /Neutralization	Lab-pack	\$ 100.00	\$ 145.00	\$ 215.00	\$ 285.00	N/A
		Treatment /Neutralization	Bulk	\$ 100.00	\$ 160.00	\$ 244.00	\$ 325.00	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack	\$ 100.00	\$ 78.00	\$ 115.00	\$ 155.00	\$ 400.00
		Fuel Substitution	Bulk	\$ 80.00	\$ 80.00	\$ 95.00	\$ 125.00	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack	\$ 60.00	\$ 78.00	\$ 115.00	\$ 155.00	\$ 400.00
		Fuel Substitution	Bulk	\$ 60.00	\$ 80.00	\$ 95.00	\$ 125.00	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A
9	Used Photo Developer (other metal bearing aqueous waste)	Recycle (for metal recovery)	Lab-pack	\$ 80.00	\$ 110.00	\$ 150.00	\$ 200.00	N/A
		Recycle (for metal recovery)	Bulk	\$ 75.00	\$ 100.00	\$ 140.00	\$ 185.00	N/A
	Alternate Method			N/A	N/A	N/A	N/A	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
10a	Medicines, Solid	Incineration	Lab-pack					
				N/A	N/A	N/A	\$ 230.00	\$ 740.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
10b	Medicines, Liquid	Incineration	Lab-pack					
				\$ 80.00	\$ 115.00	\$ 170.00	\$ 230.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11a	Poison, Solid	Incineration	Lab-pack					
				\$ 80.00	\$ 115.00	\$ 170.00	\$ 230.00	\$ 725.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11b	Poison, Liquid	Incineration	Lab-pack					
				\$ 80.00	\$ 115.00	\$ 170.00	\$ 230.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11c	Pentachlorophenol Containing Poisons	Landfill	Lab-pack					
				N/A	N/A	N/A	N/A	N/A
		Incineration	Lab-pack					
				\$ 80.00	\$ 115.00	\$ 170.00	\$ 230.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc)	Incineration	Loose-pack					
				\$ 200.00	\$ 300.00	\$ 375.00	\$ 500.00	N/A
		Landfill	Loose-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack					
				\$ 200.00	\$ 300.00	\$ 375.00	\$ 500.00	N/A
		Landfill	Lab-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
		Incineration	Bulk	\$ 250.00	\$ 380.00	\$ 600.00	\$ 780.00	N/A
13	Household Dry-Cell Batteries	Recycle	Loose-pack					
			lb.	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
13 cont...	Alternate Method							
		Landfill	Loose-pack lb.	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40
14	Organic Peroxides	Incineration	Lab-pack					
				\$ 110.00	\$ 165.00	\$ 280.00	\$ 385.00	N/A
	Alternate Method							
				N/A	N/A	N/A	N/A	N/A
15	Mercury	Recycle	Lab-pack					
				\$ 225.00	\$ 335.00	\$ 1,100.00	\$ 1,500.00	N/A
	Alternate Method							
				N/A	N/A	N/A	N/A	N/A
16	Flares (Fuses)	Incineration	Lab-pack					
				\$ 80.00	\$ 110.00	\$ 165.00	\$ 220.00	N/A
	Alternate Method							
				N/A	N/A	N/A	N/A	N/A
17a	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Drums					
				\$ 60.00	\$ 80.00	\$ 98.00	\$ 125.00	\$ 350.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			cft.	\$ 85.00				

Year 4

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
1	Oil-Based Paint	Recycle	Bulk					
				\$ 63.00	\$ 100.00	\$ 115.00	\$ 152.00	N/A
	Fuel Substitution Bulk							
				\$ 63.00	\$ 100.00	\$ 115.00	\$ 152.00	N/A
	Alternate Method							
		Fuel Substitution	Lab-pack	\$ 63.00	\$ 80.00	\$ 121.00	\$ 163.00	\$ 475.00
2a	Flammable Liquids	Fuel Substitution	Bulk					
				\$ 63.00	\$ 84.00	\$ 100.00	\$ 131.00	N/A
	Alternate Methods							
		Fuel Substitution	Lab-pack	\$ 63.00	\$ 80.00	\$ 121.00	\$ 163.00	\$ 499.00
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack					
				\$ 63.00	\$ 80.00	\$ 121.00	\$ 163.00	\$ 510.00

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
2b contin...		Incineration	Lab-pack	\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	N/A
		Alternate Method		N/A	N/A	N/A	N/A	N/A
3	Flammable Solids	Fuel Substitution	Lab-pack	N/A	N/A	N/A	N/A	N/A
		Fuel Substitution	Bulk	N/A	N/A	N/A	N/A	N/A
		Alternate Method		N/A	N/A	N/A	N/A	N/A
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack	\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	\$ 604.00
		Incineration	Loose-pack	\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	\$ 604.00
		Alternate Method		N/A	N/A	N/A	N/A	N/A
4b	Aerosol cans (Poisons)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack	\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	\$ 604.00
		Alternate Method		N/A	N/A	N/A	N/A	N/A
4c	Aerosol Cans Corrosives	Treatment/Neutralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose-pack	\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	\$ 604.00
		Alternate Method		N/A	N/A	N/A	N/A	N/A
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack	\$ 42.00	\$ 79.00	\$ 110.00	\$ 147.00	\$ 367.00
		Fuel Substitution	Loose-pack	N/A	N/A	N/A	N/A	N/A
		Incineration	Loose-pack	N/A	N/A	N/A	N/A	N/A
		Alternate Method		N/A	N/A	N/A	N/A	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportati on & Disposal per 5- Gal. Drum	Unit Price: Transportati on & Disposal per 20- Gal. Drum	Unit Price: Transportati on & Disposal per 30- Gal. Drum	Unit Price: Transportati on & Disposal per 55- Gal. Drum	Unit Price: Transportati on & Disposal per Cubic Yard Box
6a	Corrosive, Inorganic (Acid or Base)	Treatment /Neutralization	Lab-pack					
				\$ 84.00	\$ 119.00	\$ 173.00	\$ 231.00	N/A
		Treatment /Neutralization	Bulk					
				\$ 73.00	\$ 105.00	\$ 157.00	\$ 210.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
6b	Corrosive, Organic (Acid or Base)	Treatment /Neutralization	Lab-pack					
				\$ 84.00	\$ 119.00	\$ 173.00	\$ 231.00	N/A
		Treatment /Neutralization	Bulk					
				\$ 73.00	\$ 105.00	\$ 157.00	\$ 210.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
7a	Oxidizer, Solid	Treatment /Neutralization	Lab-pack					
				\$ 105.00	\$ 152.00	\$ 226.00	\$ 299.00	N/A
		Treatment /Neutralization	Bulk					
				\$ 105.00	\$ 168.00	\$ 257.00	\$ 341.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
7b	Oxidizer, Liquid	Treatment /Neutralization	Lab-pack					
				\$ 105.00	\$ 152.00	\$ 226.00	\$ 299.00	N/A
		Treatment /Neutralization	Bulk					
				\$ 105.00	\$ 168.00	\$ 257.00	\$ 341.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack					
				\$ 63.00	\$ 82.00	\$ 121.00	\$ 163.00	\$ 420.00
		Fuel Substitution	Bulk					
				\$ 63.00	\$ 84.00	\$ 100.00	\$ 131.00	N/A
		Alternate Method						
		Incineration	Lab-pack	N/A	N/A	N/A	N/A	N/A
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack					
				\$ 63.00	\$ 82.00	\$ 121.00	\$ 163.00	\$ 420.00
		Fuel Substitution	Bulk					
				\$ 63.00	\$ 84.00	\$ 100.00	\$ 131.00	N/A
		Alternate Method						
			Lab-pack	N/A	N/A	N/A	N/A	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
9	Used Photo Developer (other metal bearing aqueous waste)	Recycle (for metal recovery)	Lab-pack	\$ 84.00	\$ 115.00	\$ 158.00	\$ 210.00	N/A
		Recycle (for metal recovery)	Bulk	\$ 79.00	\$ 105.00	\$ 147.00	\$ 194.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
10a	Medicines, Solid	Incineration	Lab-pack	N/A	N/A	N/A	\$ 241.00	\$ 777.00
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
10b	Medicines, Liquid	Incineration	Lab-pack	\$ 84.00	\$ 121.00	\$ 179.00	\$ 241.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
11a	Poison, Solid	Incineration	Lab-pack	\$ 84.00	\$ 121.00	\$ 179.00	\$ 241.00	\$ 725.00
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
11b	Poison, Liquid	Incineration	Lab-pack	\$ 84.00	\$ 121.00	\$ 179.00	\$ 241.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
11c	Pentachlorophenol Containing Poisons	Landfill	Lab-pack	N/A	N/A	N/A	N/A	N/A
		Incineration	Lab-pack	\$ 84.00	\$ 121.00	\$ 179.00	\$ 241.00	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc)	Incineration	Loose-pack	\$ 210.00	\$ 315.00	\$ 394.00	\$ 525.00	N/A
		Landfill	Loose-pack	N/A	N/A	N/A	N/A	N/A
		Alternate Method						
				N/A	N/A	N/A	N/A	N/A
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$ 210.00	\$ 315.00	\$ 394.00	\$ 525.00	N/A
		Landfill	Lab-pack	N/A	N/A	N/A	N/A	N/A
		Alternate Method						
		Incineration	Bulk	\$ 262.00	\$ 367.00	\$ 630.00	\$ 869.00	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
13	Household Dry-Cell Batteries	Recycle	Loose-pack					
			lb.	\$ 0.94	\$ 0.94	\$ 0.94	\$ 0.94	\$ 0.94
Alternate Method								
		Landfill	Loose-pack	\$ 0.42	\$ 0.42	\$ 0.42	\$ 0.42	\$ 0.42
14	Organic Peroxides	Incineration	Lab-pack					
				\$ 115.00	\$ 173.00	\$ 294.00	\$ 404.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
15	Mercury	Recycle	Lab-pack					
				\$ 236.00	\$ 352.00	\$ 1,155.00	\$ 1,575.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
16	Flares (Fuses)	Incineration	Lab-pack					
				\$ 84.00	\$ 115.00	\$ 173.00	\$ 231.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
17a	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Drums					
				\$ 63.00	\$ 84.00	\$ 103.00	\$ 131.00	\$ 367.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			cft.	\$ 85.00				

Year 5

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
1	Oil-Based Paint	Recycle	Bulk					
				N/A	N/A	N/A	N/A	N/A
Fuel Substitution								
			Bulk	\$ 66.00	\$ 105.00	\$ 121.00	\$ 160.00	N/A
Alternate Method								
		Fuel Substitution	Lab-pack	\$ 66.00	\$ 88.00	\$ 127.00	\$ 163.00	\$ 475.00
2a	Flammable Liquids	Fuel Substitution	Bulk					
				\$ 66.00	\$ 88.00	\$ 105.00	\$ 137.00	N/A
Alternate Methods								
		Fuel Substitution	Lab-pack	\$ 66.00	\$ 88.00	\$ 127.00	\$ 163.00	\$ 522.00
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack					
				\$ 66.00	\$ 84.00	\$ 127.00	\$ 171.00	\$ 475.00

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportati on & Disposal per 5- Gal. Drum	Unit Price: Transportati on & Disposal per 20- Gal. Drum	Unit Price: Transportati on & Disposal per 30- Gal. Drum	Unit Price: Transportati on & Disposal per 55- Gal. Drum	Unit Price: Transportati on & Disposal per Cubic Yard Box
2b contin...		Incineration	Lab-pack					
				\$ 88.00	\$ 121.00	\$ 182.00	\$ 242.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
3	Flammable Solids	Fuel Substitution	Lab-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
		Fuel Substitution	Bulk					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
		Incineration	Lab-Pack	\$ 88.00	\$ 121.00	\$ 182.00	\$ 242.00	N/A
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack					
				\$ 88.00	\$ 121.00	\$ 182.00	\$ 242.00	\$ 632.00
Alternate Method								
		Incineration	Loose-pack	\$ 84.00	\$ 121.00	\$ 182.00	\$ 242.00	\$ 632.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
4b	Aerosol cans (Poisons)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack					
				\$ 88.00	\$ 121.00	\$ 182.00	\$ 231.00	\$ 634.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
4c	Aerosol Cans Corrosives	Treatment/Neutralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose-pack					
				\$ 88.00	\$ 121.00	\$ 182.00	\$ 242.00	\$ 634.00
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack					
				\$ 44.00	\$ 83.00	\$ 115.00	\$ 154.00	\$ 385.00
Alternate Method								
		Fuel Substitution	Loose-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
		Incineration	Loose-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
6a	Corrosive, Inorganic (Acid or Base)	Treatment /Neutralization	Lab-pack	\$ 88.00	\$ 125.00	\$ 182.00	\$ 242.00	N/A
			Bulk	\$ 76.00	\$ 110.00	\$ 164.00	\$ 220.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A
6b	Corrosive, Organic (Acid or Base)	Treatment /Neutralization	Lab-pack	\$ 88.00	\$ 125.00	\$ 173.00	\$ 242.00	N/A
			Bulk	\$ 76.00	\$ 110.00	\$ 164.00	\$ 220.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A
7a	Oxidizer, Solid	Treatment /Neutralization	Lab-pack	\$ 110.00	\$ 159.00	\$ 237.00	\$ 313.00	N/A
			Bulk	\$ 110.00	\$ 176.00	\$ 269.00	\$ 358.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A
7b	Oxidizer, Liquid	Treatment /Neutralization	Lab-pack	\$ 110.00	\$ 159.00	\$ 237.00	\$ 313.00	N/A
			Bulk	\$ 110.00	\$ 176.00	\$ 269.00	\$ 358.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack	\$ 66.00	\$ 85.00	\$ 127.00	\$ 171.00	\$ 441.00
			Bulk	\$ 66.00	\$ 88.00	\$ 105.00	\$ 137.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack	\$ 66.00	\$ 85.00	\$ 127.00	\$ 171.00	\$ 441.00
			Bulk	\$ 66.00	\$ 88.00	\$ 105.00	\$ 137.00	N/A
			Alternate Method	N/A	N/A	N/A	N/A	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
9	Used Photo Developer (other metal bearing aqueous waste)	Recycle (for metal recovery)	Lab-pack	\$ 88.00	\$ 121.00	\$ 166.00	\$ 220.00	N/A
			Bulk	\$ 83.00	\$ 110.00	\$ 154.00	\$ 204.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
10a	Medicines, Solid	Incineration	Lab-pack	N/A	N/A	N/A	\$ 253.00	\$ 775.00
				N/A	N/A	N/A		
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
10b	Medicines, Liquid	Incineration	Lab-pack	\$ 88.00	\$ 127.00	\$ 188.00	\$ 253.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11a	Poison, Solid	Incineration	Lab-pack	\$ 88.00	\$ 127.00	\$ 188.00	\$ 253.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11b	Poison, Liquid	Incineration	Lab-pack	\$ 88.00	\$ 127.00	\$ 188.00	\$ 253.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
11c	Pentachlorophenol Containing Poisons	Landfill	Lab-pack	N/A	N/A	N/A	N/A	N/A
Incineration								
				\$ 88.00	\$ 127.00	\$ 188.00	\$ 253.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc)	Incineration	Loose-pack	\$ 221.00	\$ 331.00	\$ 414.00	\$ 551.00	N/A
Landfill								
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$ 221.00	\$ 331.00	\$ 414.00	\$ 551.00	N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5- Gal. Drum	Unit Price: Transportation & Disposal per 20- Gal. Drum	Unit Price: Transportation & Disposal per 30- Gal. Drum	Unit Price: Transportation & Disposal per 55- Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
12b cont...		Landfill	Lab-pack					
				N/A	N/A	N/A	N/A	N/A
Alternate Method								
		Incineration	Bulk	\$ 275.00	\$ 385.00	\$ 662.00	\$ 962.00	N/A
13	Household Dry-Cell Batteries	Recycle	Loose-pack					
			lb.	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Alternate Method								
		Landfill	Loose-pack	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
14	Organic Peroxides	Incineration	Lab-pack					
				\$ 121.00	\$ 182.00	\$ 309.00	\$ 424.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
15	Mercury	Recycle	Lab-pack					
				\$ 248.00	\$ 370.00	\$ 1,213.00	\$ 1,654.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
16	Flares (Fuses)	Incineration	Lab-pack					
				\$ 88.00	\$ 121.00	\$ 182.00	\$ 243.00	N/A
Alternate Method								
				N/A	N/A	N/A	N/A	N/A
17a	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Drums					
				\$ 66.00	\$ 88.00	\$ 108.00	\$ 138.00	\$ 385.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			cft.	\$ 89.00				

Billable Hourly Rates:

The following rates are established for use on as-needed basis, should the County request Contractor to provide additional laborers.

Year	Technician	Chemist
1 - 3	\$ 32.00	\$ 48.00
4	\$ 34.00	\$ 40.00
5	\$ 35.00	\$ 40.00

Training (As outlined in Exhibit A – Section A – “Scope of Work” – item 4 – “Training”).

Year	16 Hour Training	Unit of Measure	8 Hour Training	Unit of Measure
1 - 3	No Charge	Per Class	No Charge	Per Class
4	No Charge	Per Class	No Charge	Per Class
5	No Charge	Per Class	No Charge	Per Class