

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

DEPT: Environmental Resources

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE April 30, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization to Enter into an Agreement with PSC Holdings, Inc., dba 21st Century Environmental Management of California, LP, for the Removal and Disposal of Hazardous Waste at the Stanislaus County Household Hazardous Waste Collection Facility

STAFF RECOMMENDATIONS:

1. Approve the Agreement with PSC Holdings, Inc., dba 21st Century Environmental Management of California, LP, for the removal and disposal of hazardous waste at the Stanislaus County Household Hazardous Waste Collection Facility in the amount not to exceed \$850,000 for a term of five years.
2. Authorize the Director of Environmental Resources, or designee, to sign the Agreement.
3. Authorize the Director of Environmental Resources, or designee, to sign any amendments to the Agreement within the specified contract amount.

FISCAL IMPACT:

The agreement with PSC Holdings, Inc. has a not to exceed amount of \$850,000 over the term of five years, effective May 1, 2013, through April 30, 2018. This amount accounts for the average annual cost of \$170,000 over the five year term of the Agreement.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2013-195

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Enter into an Agreement with PSC Holdings, Inc., dba 21st Century Environmental Management of California, LP, for the Removal and Disposal of Hazardous Waste at the Stanislaus County Household Hazardous Waste Collection Facility

FISCAL IMPACT (Continued):

Sufficient appropriations for the portion of this service that will occur during Fiscal Year 2012-2013 exist within the current budget for the Household Program. The ongoing costs of succeeding years will be included in the Department's annual Proposed Budget.

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 began in April 1994, and a small business collection program which began in December 1994.

The Department of Environmental Resources (Department), in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposal (RFP) on October 15, 2012, for hazardous waste transportation and disposal services. The RFP closed on November 14, 2012. Four proposals were received, all of which were found to be complete and were forwarded to the Department for evaluation. The four contractors who responded to the RFP were as follows: Veolia ES Technical Solutions, L.L.C. (Veolia), PSC Holdings, Inc., dba 21st Century Environmental Management of California, LP (PSC), Advance Chemical Transport, and Clean Harbors Environmental Services, Inc.

Four evaluators served on the evaluation panel that reviewed and analyzed the proposals, consisting of three staff from the Hazardous Materials Division and one from the Solid Waste Division. The price analysis was based on the largest volume of HHW items typically transported and disposed of from the Stanislaus County HHW facility. Veolia was the highest scoring proposer whose proposal best met the criteria set forth in the RFP. The final scores were as follows:

<u>Proposer</u>	<u>Final Score</u>
Veolia ES Technical Solutions, L.L.C.	217
PSC Holdings, Inc., dba 21 st Century Environmental Management of California, LP	206
Clean Harbors Environmental Services, Inc.	152
Advance Chemical Transport	111

Veolia was determined to be the most qualified contractor based upon a review of the submitted proposals. On March 13, 2013, GSA issued a letter of intent to award the contract to Veolia. On March 15, 2013, GSA received a notice from Veolia, declining the award. Since PSC was the second highest scoring proposer, staff conferred with GSA on April 1, 2013, to issue a letter of intent to award the contract to PSC.

Authorization to Enter into an Agreement with PSC Holdings, Inc., dba 21st Century Environmental Management of California, LP, for the Removal and Disposal of Hazardous Waste at the Stanislaus County Household Hazardous Waste Collection Facility

The Independent Contractor Service Agreement (Agreement) has been reviewed and approved by County Counsel and is included as Attachment A. The proposed Agreement with PSC for hazardous waste transport and disposal has a term of five years and shall be effective from May 1, 2013, or the date the contract is awarded, whichever is later, through April 30, 2018. The cumulative amount of the contract shall not exceed \$850,000 over the five-year period. Annual expenses in the prior contract were averaging \$166,000 per year and under this new contract will average approximately \$170,000 per year.

POLICY ISSUE:

This action supports the Board's priorities of providing A Safe Community, A Healthy Community, A Well-Planned Infrastructure System, and the Efficient Delivery of Public Services through the safe collection and proper disposal of household hazardous wastes.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources. Telephone: 209-525-6770



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
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 PSC Holdings Inc., dba 21st Century Environmental Management of California, L.P. ("Contractor") on April 30, 2013

Recitals

WHEREAS, the County has a need for services involving Household Hazardous Waste (HHW) pick up, transportation, and disposal; 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**, and **Appendix 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 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.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: 21st Century Environmental Management of California, LP
Attention: Glen Dillman
11855 White Rock
Rancho Cordova, CA 95742

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.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

**21st CENTURY ENVIRONMENTAL MANAGEMENT
OF CALIFORNIA LP.**

By: 
Name
Title

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

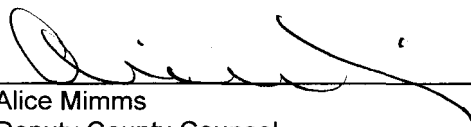
By: 
Alice Mimms
Deputy County Counsel

EXHIBIT A

A. OVERVIEW

Stanislaus County Department of Environmental Resources operates a permitted, permanent Household Hazardous Waste Collection facility and eight (8) temporary mobile event sites. The County's program collects a wide range of household and Conditionally Exempt Small Quantity Generator (CESQG) hazardous wastes including, but not limited to, household cleaners, paint and paint related products, solvents, pesticides, pool chemicals, antifreeze, chemical drain cleaners, aerosol cans, mercury and hobby supplies. Waste oil and filters, antifreeze, latex paint, and lead-acid batteries will be recycled locally and are not a subject of this Agreement.

B. SCOPE OF WORK

Contractor shall provide all the labor, tools, materials and equipment to safely and lawfully document, pickup, load, transport, treat and recycle/dispose of the collected household hazardous waste prepared and packaged by County staff at the County's permanent HHW collection facility at 1710 Morgan Road, Modesto, California on a monthly basis. All waste acceptance, sorting, and packaging duties are performed on-site by County staff in accordance with DOT and disposal/treatment facility requirements.

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 pickup will be made. Contractor shall make confirmation of the actual pick up date to the County, at least three (3) working days in advance of the pickup. 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:** Contractor shall designate a Project Manager to act as primary contact with the County.
2. **Labor:** 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 1710 Morgan Road, Modesto, CA. Manifesting, loading, shipping and disposal tasks performed by Contractor 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:** 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 to the County by Contractor shall include, but not be limited to:

- a. Hazardous waste manifests.

- b. Certificates of Waste Disposition or recycling for all shipments of waste to 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 Treatment, Storage and Disposal Facility (TSDF).
 - e. HHW load summary report, listing and sorted by hazardous waste manifest number and by Department of Transportation (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.
 - f. Contractor shall prepare a report after every pickup certifying dispositions of the waste. 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 31st 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 at least 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.
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. Contractor shall facilitate a pickup once a month, with additional pickups possible if deemed necessary by the County
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:** 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:** 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.

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), California Department of Toxic Substances Control (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 United States Environmental Protection Agency (EPA) 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 destination(s) in a manner consistent with Federal, State and local statutes and regulations.
12. **Limitations:** 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 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, asbestos, ammunition, radioactive wastes, etc., are not currently accepted at the County operated HHW collection facility.
13. **Personal Protective Equipment:** Contractor shall provide their 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 Contractor's personnel shall wear a minimum level of personal protective equipment consisting of Tyvek coveralls or equivalent, gloves, steel-toed footwear, and protective eyewear during the handling of hazardous materials.
14. **Responsibility During Transport:** Contractor shall assume all responsibility allowed by law for the proper management of hazardous waste from the point at which Contractor shall accept responsibility 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 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 Contractor.

16. **Transportation:** Title or Ownership of any hazardous waste transported under this Agreement shall pass to Contractor at the point the carrier accepts the waste.

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$850,000.00 (Eight-Hundred and Fifty Thousand Dollars) 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 representatives is Glen Dillman, (425) 204-7120

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 May 1, 2013 or date of award; whichever is later, through April 30, 2018.

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.

(End of Exhibit A)

**EXHIBIT B
PRICE SCHEDULE**

PRICE SCHEDULE:

Contractor shall provide all the labor, supervision, supplies, materials, equipment and tools to pickup, load, transport, recycle, treat, and/or dispose of household hazardous wastes (HHW) stored at the County's HHW facility at 1710 Morgan Road, Modesto, California in accordance with the rate schedule below. **No fuel recovery surcharges/fee shall apply to this Agreement. The unit prices below include all of the labor, material, equipment, supervision, supplies, transportation, fuel and any other cost necessary for Contractor to perform the services described in the "Scope of Work" in Exhibit A.**

The all inclusive firm fixed pricing for the five (5) year Contract term is identified in the price schedule below.

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	n/a	n/a	n/a	n/a	n/a
		Fuel Substitution	Bulk	\$ 40.00	n/a	n/a	\$120.00	n/a
		Alternate Method	Loose-pack	\$ 40.00	n/a	n/a	\$115.00	\$375.00
2a	Flammable Liquids	Fuel Substitution	Bulk	\$ 40.00	n/a	n/a	\$ 95.00	n/a
		Alternate Methods	Loose-pack	\$ 40.00	n/a	n/a	\$115.00	\$375.00
		Fuel Substitution	Lab-pack	\$ 40.00	n/a	n/a	\$115.00	\$395.00
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack	\$ 50.00	n/a	n/a	\$135.00	\$425.00
		Incineration	Lab-pack	\$ 50.00	n/a	n/a	\$135.00	\$425.00
		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
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	n/a	n/a	\$260.00	\$ 475.00
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack	\$ 50.00	n/a	\$ 125.00	\$175.00	\$ 550.00
		Incineration	Loose-pack	\$ 75.00	n/a	\$ 182.00	\$240.00	\$ 625.00
		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	\$ 75.00	n/a	\$ 182.00	\$240.00	\$ 625.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
				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	\$ 75.00	n/a	\$ 182.00	\$240.00	\$ 625.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
				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
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack					
				\$ 20.00	n/a	n/a	\$180.00	\$ 540.00
		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					
				\$ 50.00	n/a	n/a	\$170.00	n/a
		Treatment/Neutralization	Bulk					
				\$ 60.00	n/a	n/a	\$190.00	n/a
		Alternate Method						
				n/a	n/a	n/a	n/a	n/a
		Treatment/Neutralization	Lab-pack					
				\$45.00	n/a	n/a	\$160.00	n/a
6b	Corrosive, Organic (Acid or Base)	Treatment/Neutralization	Lab-pack					
				\$45.00	n/a	n/a	\$160.00	n/a
		Treatment/Neutralization	Bulk					
				\$55.00	n/a	n/a	\$180.00	n/a
		Alternate Method						
				n/a	n/a	n/a	n/a	n/a
		Treatment/Neutralization	Lab-pack					
				\$ 75.00	\$ 160.00	\$ 225.00	\$275.00	n/a
7a	Oxidizer, Solid	Treatment/Neutralization	Lab-pack					
				\$ 75.00	\$ 160.00	\$ 225.00	\$275.00	n/a
		Treatment/Neutralization	Bulk					
				\$ 110.00	\$ 175.00	\$ 240.00	\$295.00	n/a
		Alternate Method						
				n/a	n/a	n/a	n/a	n/a
		Treatment/Neutralization	Lab-pack					
				\$ 75.00	\$ 160.00	\$ 225.00	\$275.00	n/a
7b	Oxidizer, Liquid	Treatment/Neutralization	Lab-pack					
				\$ 75.00	\$ 160.00	\$ 225.00	\$275.00	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
7b cont.		Treatment/Neutralization	Bulk					
				\$ 110.00	\$ 175.00	\$ 240.00	\$295.00	n/a
		Alternate Method	Lab-pack					
				n/a	n/a	n/a	n/a	n/a
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack					
				\$ 50.00	n/a	n/a	\$135.00	\$ 395.00
		Fuel Substitution	Bulk					
				\$ 50.00	n/a	n/a	\$135.00	n/a
		Alternate Method						
				n/a	n/a	n/a	n/a	n/a
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack					
				\$ 50.00	n/a	n/a	\$135.00	\$395.00
		Fuel Substitution	Bulk					
				\$ 50.00	n/a	n/a	\$135.00	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					
				\$ 60.00	n/a	\$165.00	\$220.00	n/a
		Recycle (for metal recovery)	Bulk					
				\$ 60.00	n/a	\$ 180.00	\$240.00	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
		Alternate Method						
				n/a	n/a	n/a	n/a	n/a
10b	Medicines, Liquid	Incineration	Lab-pack					
				\$ 80.00	\$ 135.00	\$ 185.00	\$250.00	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
10b cont		Alternate Method		n/a	n/a	n/a	n/a	n/a
11a	Poison, Solid	Incineration	Lab-pack	\$ 75.00	n/a	\$ 150.00	\$195.00	\$ 600.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
11b	Poison, Liquid	Incineration	Lab-pack	\$ 75.00	n/a	\$ 150.00	\$195.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
11c	Pentachlorophenol Containing Poisons	Landfill	Lab-pack	\$ 80.00	\$ 135.00	\$ 185.00	\$250.00	n/a
		Incineration	Lab-pack	n/a	n/a	n/a	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
12a	PCB Containing Waste, Solid (Fluorescent Light Ballasts, etc)	Incineration	Loose-pack	\$220.00	\$330.00	\$415.00	\$550.00	n/a
		Landfill	Loose-pack	\$50.00	n/a	\$75.00	\$125.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$ 220.00	\$ 330.00	\$415.00	\$550.00	n/a
		Landfill	Lab-pack	n/a	n/a	n/a	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
13	Household Dry-Cell Batteries	Recycle	Loose-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
13 cont.		Alternate Method	Per lb.					
		Recycle	lb.	\$ 0.90	\$ 090	\$ 0.90	n/a	n/a
14	Organic Peroxides	Incineration	Lab-pack					
				\$ 90.00	\$ 190.00	\$ 300.00	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
15	Mercury	Recycle	Lab-pack					
				\$ 250.00	\$ 450.00	\$ 900.00	\$1,200.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
16	Flares (Fuses)	Incineration	Lab-pack					
				\$ 90.00	\$190.00	\$ 300.00	n/a	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					
				\$ 50.00	\$ 90.00	\$ 105.00	\$135.00	\$ 385.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			Cb ft	\$ 90.00				

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					
				n/a	n/a	n/a	n/a	n/a
		Fuel Substitution	Bulk					
				\$41.50	n/a	n/a	\$123.50	n/a
		Alternate Method	Loose pack					
		Fuel Substitution		\$41.50	n/a	n/a	\$118.50	\$385.00
2a	Flammable Liquids	Fuel Substitution	Bulk					
				\$41.50	n/a	n/a	\$98.00	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
2a cont		Alternate Methods	Loose-pack					
		Fuel Substitution		\$41.50	n/a	n/a	\$118.50	\$385.00
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack					
				\$41.50	n/a	n/a	\$118.50	\$395.00
		Incineration	Lab-pack					
				\$51.50	n/a	n/a	\$139.00	\$438.00
		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	\$82.50	n/a	n/a	\$268.00	\$489.00
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product) Incineration or recycling (Propellants and Recycle) (Emptied Containers)	Loose-pack					
				\$51.50	n/a	\$129.00	\$180.00	\$560.00
		Incineration	Loose-pack					
				\$77.00	n/a	\$188.00	\$247.00	\$644.00
		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					
				\$77.00	n/a	\$188.00	\$247.00	\$644.00

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 CubicYard Box
4b cont.		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	\$77.00	n/a	\$188.00	\$247.00	\$644.50
		Alternate Method		n/a	n/a	n/a	n/a	n/a
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack	\$20.00	n/a	n/a	\$185.00	\$556.00
		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	\$51.50	n/a	n/a	\$ 175.00	n/a
		Treatment/Neutralization	Bulk	\$62.00	n/a	n/a	\$ 196.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
6b	Corrosive, Organic (Acid or Base)	Treatment/Neutralization	Lab-pack	\$46.00	n/a	n/a	\$165.00	n/a
		Treatment/Neutralization	Bulk	\$57.00	n/a	n/a	\$185.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
7a	Oxidizer, Solid	Treatment/Neutralization	Lab-pack	\$77.00	\$165.00	\$232.00	\$283.00	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 CubicYard Box
7a cont.		Treatment/Neutralization	Bulk	\$113.00	\$180.00	\$247.00	\$304.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
7b	Oxidizer, Liquid	Treatment/Neutralization	Lab-pack	\$77.00	\$165.00	\$232.00	\$283.00	n/a
		Treatment/Neutralization	Bulk	\$113.00	\$180.00	\$247.00	\$304.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack	\$51.50	n/a	n/a	\$139.00	\$407.00
		Fuel Substitution	Bulk	\$51.50	n/a	n/a	\$139.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack	\$51.50	n/a	n/a	\$139.00	\$407.00
		Fuel Substitution	Bulk	\$51.50	n/a	n/a	\$139.00	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	\$62.00	n/a	\$170.00	\$227.00	n/a
		Recycle (for metal recovery)	Bulk	\$62.00	n/a	\$185.00	\$247.00	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	\$261.00	\$798.00
		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
10b	Medicines, Liquid	Incineration	Lab-pack					
				\$82.50	\$139.00	\$191.00	\$257.50	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
11a	Poison, Solid	Incineration	Lab-pack					
				\$77.00	n/a	\$155.00	\$201.00	\$618.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
11b	Poison, Liquid	Incineration	Lab-pack					
				\$77.00	n/a	\$155.00	\$201.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
11c	Pentachlorophenol Containing Poisons	Landfill	Lab-pack					
				\$83.00	\$139.00	\$191.00	\$258.00	n/a
		Incineration	Lab-pack					
				n/a	n/a	n/a	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
12a	PCB Containing Waste, Solid (Fluorescent Light Ballasts, etc)	Incineration	Loose-pack					
				\$227.00	\$340.00	\$428.00	\$567.00	n/a
		Landfill	Loose-pack					
				\$51.50	n/a	\$78.00	\$129.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack					
				\$227.00	\$330.00	\$428.00	\$567.00	n/a
		Landfill	Lab-pack					
				n/a	n/a	n/a	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
13	Household Dry-Cell Batteries	Recycle	Loose-pack					
				n/a	n/a	n/a	n/a	n/a
		Alternate Method						
		Recycle	Per lb.	\$.90	\$.90	\$.90	\$.90	n/a
14	Organic Peroxides	Incineration	Lab-pack					
				\$93.00	\$198.00	\$309.00	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
14 cont.		Alternate Method		n/a	n/a	n/a	n/a	n/a
15	Mercury	Recycle	Lab-pack	\$258.00	\$464.00	\$927.00	\$1,236.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
16	Flares (Fuses)	Incineration	Lab-pack	\$93.00	\$198.00	\$309.00	n/a	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	\$51.50	\$93.00	\$108.00	\$139.00	\$397.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			ct.	\$93.00				

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	\$42.50	n/a	n/a	\$127.00	n/a
		Alternate Method	Loose-pack					
		Fuel Substitution		\$42.50	n/a	n/a	\$122.00	\$398.00
2a	Flammable Liquids	Fuel Substitution	Bulk	\$42.50	n/a	n/a	\$101.00	n/a
		Alternate Methods	Loose-pack					
		Fuel Substitution		\$42.50	n/a	n/a	\$122.00	\$398.00

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	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack					
				\$42.50	n/a	n/a	\$122.00	\$398.00
		Incineration	Lab-pack		\$53.00	n/a	n/a	\$143.00
		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
				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						
4a	Aerosol cans (Flammable)	Fuel Substitution (Liquid Product)	Loose-pack					
		Incineration or recycling (Propellants and Recycle) (Emptied Containers)		\$53.00	n/a	\$133.00	\$186.00	\$570.00
		Incineration	Loose-pack	\$80.00	n/a	\$193.00	\$255.00	\$663.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
4b	Aerosol cans (Poisons)	Fuel Substitution (Liquid Product)	Loose-pack					
		Incineration or recycling (Propellants and Recycle) (Emptied Containers)		\$80.00	n/a	\$193.00	\$255.00	\$663.00

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
4b cont.		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	\$80.00	n/a	\$193.00	\$255.00	\$663.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack	\$21.00	n/a	n/a	\$191.00	\$573.00
		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	\$53.00	n/a	n/a	\$180.00	n/a
		Treatment/Neutralization	Bulk	\$64.00	n/a	n/a	\$202.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
6b	Corrosive, Organic (Acid or Base)	Treatment/Neutralization	Lab-pack	\$48.00	n/a	n/a	\$170.00	n/a
		Treatment/Neutralization	Bulk	\$58.00	n/a	n/a	\$191.00	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 cont		Alternate Method		n/a	n/a	n/a	n/a	n/a
7a	Oxidizer, Solid	Treatment/Neutralization	Lab-pack	\$80.00	\$180.00	\$239.00	\$292.00	n/a
		Treatment/Neutralization	Bulk	\$117.00	\$186.00	\$235.00	\$313.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
7b	Oxidizer, Liquid	Treatment/Neutralization	Lab-pack	\$80.00	\$180.00	\$239.00	\$292.00	n/a
		Treatment/Neutralization	Bulk	\$117.00	\$186.00	\$255.00	\$313.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
8a	Non-RCRA Hazardous Waste, Solid	Fuel Substitution	Lab-pack	\$53.00	n/a	n/a	\$143.00	\$419.00
		Fuel Substitution	Bulk	\$53.00	n/a	n/a	\$143.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution	Lab-pack	\$53.00	n/a	n/a	\$143.00	\$419.00
		Fuel Substitution	Bulk	\$53.00	n/a	n/a	\$143.00	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 CubicYard Box	
9	Used Photo Developer (other metal bearing aqueous waste)	Recycle (for metal recovery)	Lab-pack						
					\$64.00	n/a	\$175.00	\$233.00	n/a
				Recycle (for metal recovery)	Bulk	\$64.00	n/a	\$191.00	\$255.00
		Alternate Method		n/a	n/a	n/a	n/a	n/a	
10a	Medicines, Solid	Incineration	Lab-pack						
					n/a	n/a	n/a	\$268.00	\$822.00
				Alternate Method		n/a	n/a	n/a	n/a
10b	Medicines, Liquid	Incineration	Lab-pack						
					\$85.00	\$143.00	\$196.00	\$265.00	n/a
				Alternate Method		n/a	n/a	n/a	n/a
11a	Poison, Solid	Incineration	Lab-pack						
					\$80.00	n/a	\$159.00	\$207.00	\$637.00
				Alternate Method		n/a	n/a	n/a	n/a
11b	Poison, Liquid	Incineration	Lab-pack						
					\$80.00	n/a	\$159.00	\$207.00	n/a
				Alternate Method		n/a	n/a	n/a	n/a
11c	Pentachloro phenol Containing Poisons	Landfill	Lab-pack						
					\$85.00	\$143.00	\$196.00	\$265.00	n/a
				Incineration	Lab-pack		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
11c cont.		Alternate Method		n/a	n/a	n/a	n/a	n/a
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc)	Incineration	Loose-pack	\$233.00	\$350.00	\$440.00	\$584.00	n/a
		Landfill	Loose-pack	\$53.00	n/a	\$80.00	\$133.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$233.00	\$350.00	\$440.00	\$584.00	n/a
		Landfill	Lab-pack	n/a	n/a	n/a	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
13	Household Dry-Cell Batteries	Recycle	Loose-pack	n/a	n/a	n/a	n/a	n/a
		Alternate Method	Loose-pack					
		Recycle	Per lb.	\$.90	\$.90	\$.90	\$.90	n/a
14	Organic Peroxides	Incineration	Lab-pack	\$96.00	\$202.00	\$318.00	n/a	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
15	Mercury	Recycle	Lab-pack	\$265.00	\$477.00	\$955.00	\$1,273.00	n/a
		Alternate Method		n/a	n/a	n/a	n/a	n/a
16	Flares (Fuses)	Incineration	Lab-pack	\$96.00	\$202.00	\$318.00	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 CubicYard Box
16 cont.		Alternate Method		n/a	n/a	n/a	n/a	n/a
17a	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Drums	\$53.00	\$95.00	\$112.00	\$143.00	\$408.00
17b	Asbestos and Asbestos Containing Products	Landfill	Loose-pack in Bags					
			cft.	\$96.00				

Billable Hourly Rates:

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

Year	Technician	Project Manager Supervisor
1 - 5	\$39.00	\$42.00

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

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

APPENDIX A – WASTE STREAM DETAILS

All drums shall contain Household Hazardous Waste and small quantity generator waste and shall have California State Code 612. As a result, all waste shall be presented for shipment as non – RCRA waste.

A. LABPACKS

1. All 55-gallon labpacks for destructive incineration have a maximum of 15 gallons liquid.
2. All 55-gallon labpacks for treatment have a maximum liquid volume of 15 gallons liquid.
3. Packing reference guidelines listing typical contents of lab pack drums are attached.
4. The “PRM” (Paint Related Material) drums are loosepacks (labpacks with no absorbent) of non-pourable flammable liquids and semi-liquids including mostly but not limited to paints and stains quart size, adhesives, roof cements and tars, caulks, waxes. PRM drums and Cubic Yard Boxes are currently packed, however, the County shall consider any alternative cost effective methods of packing this waste stream for off-site management.
5. Reactives and mercury shall be processed by the gross weight of the drum (i.e., weight of drum, contents and absorbent).

B. BULK WASTE

1. Fuel substitute waste is primarily free flowing thinners, solvents, fuels, etc. These drums typically contain very low sludges or solids. Indicate price for bulk 55-gallon drum that requires destructive incineration.
2. Aerosol cubic yard boxes shall contain a variety of aerosol types and sizes, but shall exclude cylinders and packing material. Most flammable aerosols are processed on-site, so most of these drums contain corrosive and poison aerosols.
3. The Household batteries are a collection of all household battery types. Contractor shall indicate if different types (alkaline, Ni-Cad) need to be separated from each other. It is the County's preference to have this waste stream recycled.
4. The paint box methodology currently used consists of layers of oil-based paint cans, stacked up to four layers high with each layer being divided with either cardboard or plywood. Each layer spreads across the bottom of a fully enclosed 40-cubic-yard roll-off box with each “layer” the height of one 5 – gallon can, two 1 – gallon or 3 – quart paint cans. The entire box is transported off-site where the individual containers are then bulked at the disposal facility. Although the County has found this method of managing oil-based paint convenient, the County shall consider any alternative cost effective methods of packing this waste stream for off-site management.

C. TRANSPORTATION

All transportation charges are included in all per unit pricing shown in Exhibit B. Typically shipments are scheduled when there is a full truckload of drums from one site (90- 100 drums). There is one PHHWCF site from which waste shall be transported. Given the amounts of waste collected, the County estimates that waste from this location shall be loaded in one trailer shipment.

D. LABOR

From time to time the County may require the Contractor to provide staff (Chemist or Technician) on an as needed basis. If the County requests this service from the Contractor, the hourly billable rates in Exhibit B shall apply.

- The Technician position is staff that is OSHA 40 Hour HAZWOPER trained and shall be used to off load vehicles, bulk materials, and do basic waste segregation. This staff level shall not be

expected to be involved in lab packing, unknown waste characterization, or record keeping. This staff level shall not be expected to work independent of County staff supervision.

- The Chemist position is staff that is OSHA 40 Hour HAZWOPER trained and shall be capable of performing all the Technician duties, but also be able to perform more complex duties including detailed record keeping, unknown waste characterization, and extensive lab packing. This staff person needs to be able to operate the facility without County staff supervision.

The billable labor rate is for on-site work on an as needed basis. The costs associated with mileage and time for transportation is included in the hourly billable rate in Exhibit B. Labor needs could range from the use of one technician for one 8-hour day a few times a year to fill in for vacationing County staff to regular staffing at one of the facilities one day a week.

E. HISTORIC WASTE GENERATION

The following is the waste disposal quantities paid for in the 2011/2012 disposal contract. The number reflects waste generated from the County's Morgan Road site in accordance with County preferred management methods.

Material Type		Pounds Collected by Program Type
1. Flammable and Poison	Flammable solids / liquids	0
	Bulked flammable liquids	19550
	Oil - base paints	84500
	Poisons	26360
	Reactive and explosive	20
	Subtotal	130430
2. Acid	Inorganic and organic acid	3910
3. Base	Inorganic and organic base	3950
4. Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid, and Oxidizing base	1350
5. PCB -containing	PCB - containing paint	0
	Other PCB waste (includes ballasts)	0
	Subtotal	0
6. Reclaimable	Antifreeze	10840
	Auto type batteries (motor vehicles)	10405
	Latex paint	134600
	Motor oil/oil products	78400

Material Type		Pounds Collected by Program Type
	Used oil filters (recyclables only)	2300
	Subtotal	236545
7. Asbestos	Asbestos	0
8. Universal Waste (UW) *	Mercury containing thermostats / automatic switches / thermometers / and novelties	20
	Mercury containing waste (other)	0
	Lamps	4496
	Rechargeable batteries	2050
	Other batteries	8600
	Subtotal	15166
Electronic Waste (UW)	Covered Electronic Devices	100227
	Universal Waste Electronic Devices	81183
	Subtotal	181410
Aerosol Containers (UW)	Aerosol containers	0
Other UW	(Name) _____	0
	All UW subtotal	196576
9. Other HHW	Home - generated sharps	4530
	Pharmaceutical Waste	0
	Compressed gas cylinders	1320
Material Type		Pounds Collected by Program Type
	Treated wood	0
	Non - UW aerosol containers (corrosive, flammable, poison)	8900
	Other (name) _____	2290

Material Type		Pounds Collected by Program Type
	Subtotal	17040
10. Grand	Total	589801

Quantities generated by the County are expected to increase over time along with the population growth. Participation rates can be unpredictable. Therefore, Contractor shall have the ability to be flexible to accommodate uncertainty in the number of households participating. It is anticipated that the frequency of required pick-ups would be monthly during the peak spring and summer months and alternate months during other times of the year. Contractor shall maintain a flexible schedule during the summer months to accommodate the temporary events of the County.

To the extent possible, the Contractor shall follow the disposal hierarchy established by the State of California. If recycling is not an option, fuel incineration is preferred over destructive incineration and incineration is preferred over landfill disposal. Contractor shall emphasize source reduction, reuse, recycling and reclamation in lieu of substantially relying on landfill disposal of materials collected. Waste oil, propane tanks, electronic waste and automobile batteries will be collected, transported and recycled by other vendors. Contractor shall work with the County to select appropriate recycling and disposal options for all hazardous materials collected by the program.

Contractor shall identify to the County lab packing methods that allow any of the waste streams listed above to be commingled and packaged together and state what those groupings of waste streams are.



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AMENDMENT NO. 2

TO

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amendment No. 2 to the Agreement for Independent Contractor Services ("Amendment No. 2") is made and entered into by and between the County of Stanislaus ("County") and Stericycle Environmental Solutions, Inc. (Formerly PSC Holdings Inc. dba 21st Century Environmental Management of California, L.P.) , hereinafter referred to as ("Consultant") on September 1st, 2015.

WHEREAS, the County and Contractor entered into an Agreement for Independent Contractor Services dated April 30, 2013, which was Amended on June 24, 2014 (the "Agreement"); and

WHEREAS, Section 17 - Amendment of the Agreement stipulates that the Agreement may be amended in writing; and

WHEREAS, 21st Century Environmental Management of California, L.P. was a subsidiary to PSC Environmental Services, LLC, which Stericycle Environmental Solutions Inc. purchased on August 25, 2014; and

WHEREAS, Stericycle Environmental Solutions maintains the background and expertise to successfully perform the duties under this contract; and

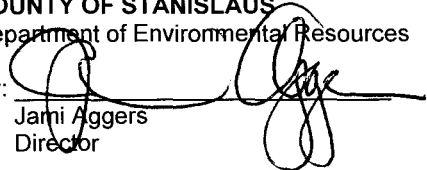
WHEREAS, this Amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. County consents to the assignment of the Agreement from PSC Holdings Inc. d/b/a 21st Century Environmental Management of California, L.P. to Stericycle Environmental Solutions, Inc.
2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

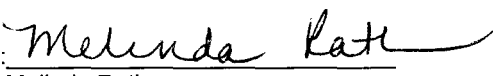
IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

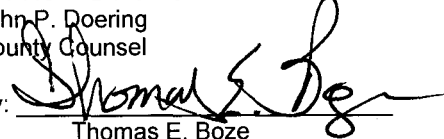
"County"

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

By: 
Melinda Rath
Vice President, Regional Sales West

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel
By: 
Thomas E. Boze
Assistant County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AMENDMENT NO. 3

TO

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amendment No. 3 to the Agreement for Independent Contractor Services ("Amendment No. 3") is made and entered into by and between the County of Stanislaus ("County") and Stericycle Environmental Solutions, Inc., hereinafter referred to as ("Contractor") on APRIL 3, 2018.

WHEREAS, the County and Contractor entered into an Agreement for Independent Contractor Services dated April 30, 2013, (the "Agreement"), which was Amended on June 24, 2014, ("Amendment No. 1"), and again on September 1, 2015, ("Amendment No. 2"); and

WHEREAS, Section 17 - Amendment of the Agreement stipulates that the Agreement may be amended in writing; and

WHEREAS, County has a desire to extend the term of the agreement by an additional two months; and

WHEREAS, this Amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

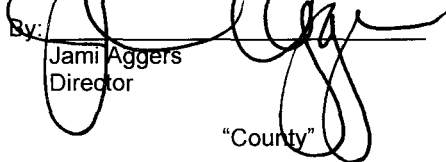
- 1. Exhibit A Scope of Work, Section H "Agreement Period" is amended to read as follows:

"This agreement shall be effective from May 1, 2013, or date of award, whichever is later, through June 30, 2018, unless sooner terminated, as provided in Section 3 "Term" of the Agreement."


- 2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director
"County"

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

By: 
Marc Scott
Vice President, M&I Sales
"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel