BOARD ACTION SUMMARY

DEPT: Environmental Resources

BOARD AGENDA:5.B.4 AGENDA DATE: July 17, 2018

SUBJECT:

Approval to Award an Independent Contractor Agreement to Stericycle Environmental Solutions, Inc., of Rancho Cordova, California, for the Removal and Disposal of Hazardous Waste from the Stanislaus County Household Hazardous Waste Collection Facility

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0360

On motion of Supervisor _ Chiesa _ and approved by the following vote	, Seconded by Supervisor _₩ithrow
Ayes: Supervisors: _ Qlsen, Chiesa	Withrow, Monteith, and Chairman DeMartini
Noes: Supervisors:	
Excused or Absent: Supervisors:	
Abstaining: Supervisor:	None
1) X Approved as recomme	nded
2) Denied	
3) Approved as amended	
4) Other:	

MOTION:

ELIZABETH A. KING, Clerk of the Board of Supervisors

ATTEST:

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Environmental Resources

BOARD AGENDA:5.B.4 AGENDA DATE: July 17, 2018

CONSENT: 📈

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award an Independent Contractor Agreement to Stericycle Environmental Solutions, Inc., of Rancho Cordova, California, for the Removal and Disposal of Hazardous Waste from the Stanislaus County Household Hazardous Waste Collection Facility

STAFF RECOMMENDATION:

- 1. Approve the Independent Contractor Services Agreement with Stericycle Environmental Solutions, Inc., for the removal and disposal of hazardous waste from the Stanislaus County Household Hazardous Waste Collection Facility, for a not to exceed amount of \$850,000.
- 2. Authorize the Director of Environmental Resources, or designee, to execute the Agreement with Stericycle Environmental Solutions, Inc., and to sign any necessary documents.
- 3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement within the specified contract amount.

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 that opened in April 1992, a temporary collection program that began in April 1994, and a small business collection program that began in December 1994.

The County's program collects a wide range of household and Conditionally Exempt Small Quantity Generator 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.

The Department has historically contracted with companies that are qualified and capable to 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 on a monthly basis. All waste acceptance, sorting, and packaging duties are performed on-site by County staff in accordance with the Department of Transportation and disposal/treatment facility requirements. The current agreement for hazardous waste transportation and disposal services expires on June 30, 2018.

In preparation for the current Agreement approaching its expiration date, the Department of Environmental Resources partnered with the General Services Agency (GSA) Purchasing Division, to issue a Request for Proposal (RFP) on March 1, 2018, for hazardous waste transportation and disposal services. The RFP period closed on April 5, 2018, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

On April 5, 2018, two contractors submitted their qualifications for review. All contractors were evaluated and scored on qualifications only. The contractors' proposed rates were included, but were not part of the initial evaluation process. The contractors that submitted proposals are as follows:

- 1. Stericycle Environmental Solutions, Inc.
- 2. Clean Harbors Environmental Services, Inc.

The initial evaluation was completed by an evaluation committee consisting of three evaluators: two members from the Department of Environmental Resources Hazardous Materials Division, and one member from the City of Modesto Utilities Department – Wastewater Services. The contractors were initially evaluated on the following criteria:

- 1. The Proposer's Overall Response,
- 2. Professional Qualifications, and
- 3. Understanding of the Project.

The contractors' proposed pricing was later evaluated by GSA's Purchasing Division and, along with the overall scoring from the initial evaluation, and was used to rank the proposals in the following order:

Ranking Consultant

- 1 Stericycle Environmental Solutions, Inc.
- 2 Clean Harbors Environmental Services, Inc.

On May 15, 2018, the GSA Purchasing Division issued a letter of intent to award to Stericycle Environmental Solutions, Inc., and contract terms have been agreed upon (Attachment A).

The proposed agreement with Stericycle Environmental Solutions has a term of five years and shall be effective from July 1, 2018, or the date the contract is executed, whichever is later, through July 31, 2023. If mutually agreeable to both parties, the contract may be extended an additional two years, however in no case shall the renewal extend beyond July 31, 2025. The cumulative amount of the contract shall not exceed \$850,000 over the initial five-year period. In the previous fiscal year (2017-2018) annual expenses were \$130,000. Under this new contract, annual expenses are estimated to average approximately \$170,000 per year. The annual cost increase is due to price increases for several waste streams, the increase in the number of temporary collection events staff participate in, and the continued increases in the number of customers and volume of household hazardous waste collected at the facility.

POLICY ISSUE:

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval of all contracts exceeding \$100,000.

FISCAL IMPACT:

The agreement has a not to exceed amount of \$850,000 over the term of five years, with an average annual cost anticipated to be \$170,000. Sufficient appropriations for the initial two years of the agreement, in the amount of \$340,000, exists within the Fiscal Year 2018-2020 Adopted Proposed Budget for Environmental Resources Household Program budget. The ongoing costs for successive years will be included in the Department's future budgets.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure*, by promoting a safe and healthy environment and improving the quality of life in the community, through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACT:

Existing staff will oversee the work related to this Agreement.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources	Telephone: (209) 525-6770
Beronia Beniamine, Hazardous Materials Manager	Telephone: (209) 525-6746

ATTACHMENT(S):

1. Agreement with Stericycle Environmental Solutions

DEPARTMENT OF ENVIRONMENTAL RESOURCES



3800 Cornucopia Way, Suite C, Modesto, CA 95358 Phone: (209) 525-6700 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 Stericycle Environmental Solutions, Inc. ("Contractor") as of _______, 2018.

<u>Recitals</u>

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; and

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

Terms and Conditions

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**.

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. <u>Consideration</u>

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

2.2 Except as expressly provided in Exhibit A and Exhibit C 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. <u>Term</u>

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. <u>Required Licenses, Certificates and Permits</u>

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. <u>Insurance</u>

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached Exhibit B.

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. <u>Status of Contractor</u>

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. <u>Confidentiality</u>

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. Non-discrimination

11.1 <u>Non-Discrimination</u>. 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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:

<u>To County:</u> Stanislaus County Department of Environmental Resources Attn: Stephanie Musso 3800 Cornucopia Way, Suite C Modesto, CA 95358 Phone: (209) 525-6786 E-Mail: smusso@envres.org <u>To Contractor:</u> Stericycle Environmental Solutions, Inc. Attn: Marc Winkler 11855 White Rock Road Rancho Cordova, CA 95742 Phone: (916) 500-1884 E-Mail: Marc.Winkler@stericycle.com

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. <u>Severability</u>

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. <u>Amendment</u>

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

COUNTY OF STANISLAUS

Department of Environmental Resources

Bv gers, Director

"County"

APPROVED AS TO FORM: John P. Doering, County Counsel

Amanda DeHart, Deputy County Counsel

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

By: Melinda Rath Name MELINDA RATH Title VICE PRESIDENT, SALES

"Contractor"

EXHIBIT A SCOPE OF WORK

HOUSEHOLD HAZARDOUS WASTE (HHW) DISPOSAL

A. BACKGROUND

Stanislaus County Department of Environmental Resources operates a permitted, permanent Household Hazardous Waste Collection facility and several temporary household hazardous waste collection events each year at various 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.

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 preformed on-site by County staff in accordance with the Department of Transportation (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 C.

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 the 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 Permanent 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 all (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 is not limited to:

- a. Hazardous waste manifest.
- 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 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:
 - i. Disposal Documentation;
 - ii. Waste Disposal Breakdown Summary; and
 - iii. Completed 303 by July 31st of each year.
- 4. Training: Contractor shall provide HM-181 training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations. Training shall initially be presented to at least 4 County employees. Thereafter, on an annual basis for the duration of the contract, Contractor shall also provide HM-181 training course for new hires and refresher sessions for all employees. Contractor shall supply all necessary training materials, employee documentation of completion, and certificates to each employee completing the course requirements. There shall be no additional cost to the County for this training.
 - 4.1. County employees shall be taught the proper prepping, packaging, receiving, labeling, and shipping of hazardous materials. The program shall meet DOT HazMat general awareness requirements.
 - 4.2. DOT Hazmat Training shall include:
 - a. Definition of Hazardous Materials and HazMat Employees
 - b. Health and Physical Hazards Chemicals
 - c. Hazard Detection and Identification
 - d. Basic Understanding of Hazardous Materials
 - e. Requirements During Transport
 - f. Security of Hazardous Materials in Storage and Shipment
 - g. The Hazardous Materials Table
 - h. Basic Packaging Requirements
 - i. Marking and Labeling

- j. Placarding
- k. Shipping Papers
- I. Emergency Response Information
- 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 as needed, determined by the County.

Contractor shall be available, upon County's request, to meet with the County on a regular basis to ensure that the service requirements of this Agreement are being met. Upon County's request, Contractor shall meet on a monthly, or quarterly basis with the County to discuss operational, administrative issues, and County satisfaction.

- 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. **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 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.

8. Waste Stream Details

All drums shall contain HHW and small quantity generator waste and shall fall under California State Code 612. As a result, all waste shall be presented for shipment as non-RCRA waste.

8.1. BULK WASTE

- A. Fuel substitute waste is primarily free flowing thinners, solvents, fuels, etc. These drums typically contain low amounts of sludges or solids. Contractor shall indicate price for bulk 55-gallon drums that require destructive incineration.
- B. Aerosol cubic yard boxes may 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.
- C. 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.
- D. The paint box methodology currently used consists of layers of oil-based paint cans, stacked in the upright position. Each layer spreads across the bottom of a fully enclosed 1-cubic-yard box. The boxes are transported off-site where the individual containers are managed at the disposal facility. Although the County has found this method of managing oil-based paint convenient, the County can consider any alternative cost effective methods of packing this waste stream for off-site management.

8.2. WASTE PROFILING

Contractor shall provide waste profiling at no charge.

- A. Each waste shipment shall be evaluated by Contractor on the following criteria, prior to acceptance:
 - i. Generator name and corresponding Lab Code.
 - ii. <u>Waste identification.</u>
 - iii. Hazardous characteristics and EPA waste numbers.
 - iv. Physical and chemical fingerprint from initial sample.
 - v. Safety instructions.
- B. <u>A</u> waste profile shall be submitted to the County for each waste stream with the technical details required for approval and acceptance. Each profile shall contain the following information:
 - i. Description of the waste stream.
 - ii. Corresponding applicable EPA waste numbers for each chemical.
 - iii. Complete DOT shipping description.
 - iv. Generator name, address and EPA ID number.

8.3. LAB PACKING METHODS

A. LAB-PACKS

- i. All 55-gallon lab-packs for destructive incineration have a maximum of 15 gallons liquid.
- ii. All 55-gallon lab-packs for treatment have a maximum liquid volume of 15 gallons liquid.
- iii. Packing reference guidelines listing typical contents of lab pack drums are attached.
- iv. The Paint Related Material (PRM) drums are loose-packs (lab-packs with no absorbent) of non-pourable flammable liquids and semi-liquids including mostly, but not limited to, paints and stains of various sizes, adhesives, cements, glues, tars, caulks, waxes. PRM drums and Cubic Yard Boxes are currently packed, however, the County can consider any alternative cost effective methods of packing this waste stream for off-site management.
- v. Reactives and mercury shall be processed by the gross weight of the drum (i.e., weight of drum, contents and absorbent).
- B. All waste materials shall be packaged according to the following general guidelines. Packaging shall be performed according to proper DOT hazard classification for safe shipment back to Contractor's facility, where the containers shall be managed for final disposal.

Waste Inventory	Inventory all wastes offered treatment or disposal.
Waste Identification & Profiling	Each chemical shall be evaluated in accordance with guidelines set by U.S. EPA, DOT, and State regulatory agencies. All wastes offered for treatment or disposal shall be profiled into the appropriate Contractor facility.

Characterization of Unknowns	 Unknown wastes shall be characterized using the following procedures: Identify the source (department or process). Conduct field examination and testing using the 5 Step kit. If necessary, the waste shall be sampled and an analysis shall be performed at Contractor's in-house laboratory (samples are required for all containers larger than 5 gallons) or as specified by this contract.
Segregation and Packing	Materials shall be segregated into compatible chemical groups according to EPA and DOT regulations to prevent the mixing of hazard classes within a drum. Materials shall then be packaged into drums with appropriate inert absorbent material. The County shall only use DOT approved containers for all wastes.
Shipping Documents	Contractor shall prepare and/or complete all shipping document (uniform Hazardous Waste manifests, Bills of Lading, LDR forms, and packing slips) required by the EPA and DOT for the transportation of the packaged materials.

- C. Waste material shall be consolidated to the fullest extent possible, and the most efficient shipping container shall be utilized. Contractor shall pack all compatible/same hazard class waste in the largest allowable container, thereby reducing the number of lab packs and resources needed to complete the job.
- D. Packaging of all material shall be according to safe packaging protocol and according to the following disposal requirements:
 - i. Vermiculite and chemical orientation and layering.
 - ii. Container integrity checks.
 - iii. Container weight and volume maximum requirements.
 - iv. DOT packaging requirements.
 - v. Appropriate labels and markings.
- E. All waste chemicals shall be packed according to the following criteria:
 - i. Chemical compatibility.
 - ii. Government regulations.
 - iii. Resource Conservation and Recovery Act (RCRA).
 - iv. Federal and state DOT guidelines.
 - v. Occupational Safety and Health Administration (OSHA).
 - vi. Toxic Substance Control Act (TSCA).
 - vii. Disposal facility guidelines.

viii. Customer management guidelines.

- F. Types of waste Contractor is not permitted to handle include:
 - 1. Explosives or explosive waste, with the exception of surface flares (hazard class 1/4G is acceptable).
 - 2. Ammunition.
 - 3. Radioactive waste.
 - 4. Pressure treated wood.

- 5. Solid Waste (household garbage).
- 6. Appliances.

8.4. WASTE TRACKING

Activity shall be tracked from the moment of pick-up to receipt at the facility, and through to final disposal. Waste materials received at Contractor's network TSDF's shall be monitored and tracked from the moment a truck enters Contractor's site. All shipping documents shall be turned in to the plant administrative staff for manifest and signature verification before a check-in number is assigned. The check-in number shall be referenced throughout each process and designate real-time location of specific waste in Contractor's facility. This identifying number shall be cross-referenced to the original manifest number and a unique bar code label shall be created and placed on each container.

Bar-coded containers shall be segregated in the facility according to hazard class and shall be prepared for processing or direct outbound shipment. Containers that will be opened and consolidated shall get a specific process form number that will dictate the final disposal location. If the container is approved for direct outbound shipment, check-in will designate final disposal location. Container numbers shall be attached to outbound manifests and Contractor shall be listed as the generator on all outbound shipments. Specific processing notes unique to County shall be part of the profile and linked to each specific waste management process.

Contractor shall keep records of all documents, and shall maintain them not less than four years.

8.5. TRANSPORTATION

- A. All transportation charges shall be included in Contractor's per unit pricing shown in Exhibit C. Typically shipments are scheduled when there is a full truckload of drums from one site (90-100 drums). There is one Permanent HHW Collection Facility site from which waste shall be transported. Given the amounts of waste collected, the County estimates that waste from this location can be loaded into one truck trailer shipment per month.
- B. 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 all (Federal, State and local) statutes and regulations.
- C. 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 (HHW facility) to the point at which it reaches the disposal or treatment destination (including any TSDF). Title or Ownership of any hazardous waste transported under this Agreement shall pass to Contractor at the point the carrier accepts the waste.
- D. Contractor shall use the most efficient vehicle available for transportation, based on the type of containers shipped and the total volume of waste. The primary means of waste transportation is a full sized (48-53 foot) trailer and tractor. This unit shall transport waste from the collection event directly to one of Contractor's ten (10) day transfer stations or

the designated primary TSDF.

- E. Contractor shall ensure all waste is transported off-site following every temporary HHW collection event. Contractor shall load all waste on properly registered and licensed transport vehicles. Contractor shall ensure adequate space is available on the transport vehicles.
- F. In the event Contractor is unable to utilize their internal transportation resources, Contractor shall utilize a licensed transportation company and/or their hired, borrowed, rented or leased equipment to complete the job.

8.6. LABOR

At times 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 provided by Contractor in Exhibit C shall apply.

If Contractor is requested to provide a Technician, that staff person shall be OSHA 40 Hour HAZWOPER trained and shall be used to off load vehicles, bulk materials, and do basic waste segregation. This staff level position shall not be expected to be involved in lab packing, unknown waste characterization, or record keeping. This staff level position shall not be expected to work independent of County staff supervision.

If Contractor is requested to provide a Chemist, that staff person shall be 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.

8.7. HISTORIC WASTE GENERATION

In 2017, the facility disposed of 663,600 pounds of material. 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 including but not limited to used oil, propane tanks, sharps electronic waste and household and automobile batteries may 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.

9. Maintaining Compliance:

Contractor shall operate under full compliance with all applicable Federal, State, and local laws, rules, and regulations, including but not limited to RCRA, OSHA, DOT, EPA, DTSC, and CHP. Contractor shall be available to answer questions regarding the safe and proper management of

hazardous waste throughout the contract period.

- 9.1. <u>Standards Compliance</u>: 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.
- 9.2. <u>OSHA Compliance:</u> 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 Country 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 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. **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 or composite toe footwear, and protective eyewear during the handling of hazardous materials.
- 11. 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 by this County operated HHW collection facility.
- 12. **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.

C. AGREEMENT PERIOD

- 1. This Agreement shall commence upon the signing of this Agreement and continue until **July 31**, **2023**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 2. If mutually agreeable to both parties, this contract may be extended an additional two (2) years, however, in no case shall the renewal extend beyond July 31, 2025.

D. COMPENSATION

The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed **Eight Hundred and Fifty Thousand Dollars (\$850,000.00)**, 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.

E. INVOICES:

- Each invoice shall detail the volume of waste managed by type and management method. Labor charges shall be detailed by name, date, hours, and rate. The billing spreadsheet, copies of manifests, and other shipping documents, timecard copies, and any other documents supporting miscellaneous charges shall accompany the monthly invoice in hardcopy format. The billing spreadsheets shall also be transmitted electronically by e-mail in a format readable by County computers. Contractor shall submit the billing spreadsheet prior to invoicing to the appropriate County contract, if requested.
- 2. Invoices shall be billed on a monthly invoicing schedule.
- The remit to address is: Stanislaus County Department of Environmental Resources Attention: Accounting 3800 Cornucopia Way Suite C Modesto, CA 95358

F. REPRESENTATIVES

The County's Project Manager is Beronia Beniamine, (209) 525-6746.

G. 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 by the County Program Manager or her or his designee.

H. 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.

EXHIBIT B

Insurance Required for Hazardous Materials Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officies, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

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

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

__ Exempt from Auto - I will not utilize a vehicle in the performance of my work with the County.

Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: L	arry Whyde	6/28/18
Signature:	Larry Whyde	_{Date:} 6/28/18
Vendor Name:	Stericycle Environmental S	olutions, Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Keven Watten Date: 6/28/2018

Insurance Requirements for Hazardous Materials Contracts 2018

EXHIBIT C

FEE SCHEDULE

Contractor shall provide all the labor, equipment, and tools to pick up, 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/fees shall apply to this Agreement. The unit prices below include all of the labor, material, equipment, supervision, supplies, transportation, fuel, and any other costs necessary for Contractor to perform the services described in Exhibit A "Scope of Work".

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

Cost Item	Waste Description	Management Method		Unit Price: Transportation & Disposal per 5 Gal. Drums	& Disposal per	Unit Price: Transportation & Disposal per 30 Gal. Drum	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
		Recycle AFO1/AFO2	Bulk	\$ <u>45.00</u>	\$70.00	\$ <u>100.00</u>	\$ <u>135.00</u>	\$ <u>425.00</u>
1	Oil-Based	Fuel Substitution	Bulk	\$ <u>45.00</u>	\$ <u>70.00</u>	\$ <u>100.00</u>	\$ <u>135.00</u>	\$425.00
	Paint	Fuel Substitution	Loose- pack	\$ <u>45.00</u>	\$ <u>70.00</u>	\$ <u>100.00</u>	\$ <u>135.00</u>	\$ <u>398.00</u>
		Fuel Substitution	Bulk	\$ <u>45.00</u>	\$ <u>70.00</u>	\$ <u>100.00</u>	\$ <u>135.00</u>	N/A
2a	Flammable Liquids	Fuel Substitution	Loose- pack	\$45.00	\$70.00	\$100.00	\$122.00	\$398.00
		Incineration	Bulk	\$ <u>95.00</u>	\$ <u>135.00</u>	\$ <u>200.00</u>	\$ <u>265.00</u>	N/A
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Fuel Substitution	Lab-pack Lab-pack	\$ <u>40.00</u> \$ <u>80.00</u>	\$ <u>55.00</u> \$ <u>115.00</u>	\$ <u>85.00</u> \$ <u>170.00</u>	\$ <u>122.00</u> \$ <u>225.00</u>	\$ <u>398.00</u> N/A
3	Flammable Solids	Incineration Reactives Incineration	Lab-pack Lab-pack		\$ <u>165.00</u> \$ <u>285.00</u>	\$ <u>245.00</u> \$ <u>430.00</u>	\$276 <u>.00</u> \$ <u>570.00</u>	<u>\$504.00</u> N/A
4a	Aerosol cans - Flammable	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose – pack	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	\$ <u>550.00</u>

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums		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	Aerosol cans – Poisons	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	\$ <u>550.00</u>
4c	Aerosol Cans – Corrosives	Treatment / Neutralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	\$ <u>550.00</u>
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose- pack	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>191.00</u>	\$ <u>573.00</u>
6a	Corrosive Inorganic (Acid or Base)	Treatment / Neutralization Treatment / Neutralization	Lab-pack Bulk	\$ <u>63.00</u> \$ <u>63.00</u>	\$ <u>90.00</u> \$ <u>90.00</u>	\$ <u>135.00</u> \$ <u>135.00</u>	\$ <u>180.00</u> \$ <u>202.00</u>	<u>N/A</u>
6b	Corrosive Organic (Acid or Base)	Treatment / Neutralization Treatment / Neutralization	Lab-pack Bulk	\$ <u>63.00</u> \$ <u>45.00</u>	\$ <u>90.00</u> \$ <u>65.00</u>	\$ <u>135.00</u> \$ <u>95.00</u>	\$ <u>170.00</u> \$ <u>191.00</u>	N/A
7a	Oxidizer Solid	Treatment / Neutralization Treatment / Neutralization	Lab-pack Bulk	\$ <u>80.00</u> \$ <u>80.00</u>	\$ <u>180.00</u> \$ <u>180.00</u>	\$ <u>239.00</u> \$ <u>239.00</u>	\$ <u>292.00</u> \$ <u>292.00</u>	N/A
		Incineration	Bulk	\$ <u>130.00</u>	\$ <u>190.00</u>	\$ <u>280.00</u>	\$375.00	N/A
		Incineration Treatment / Neutralization Treatment /	Lab-pack	\$ <u>420.00</u> \$ <u>80.00</u>	\$ <u>600.00</u> \$ <u>180.00</u>	\$ <u>900.00</u> \$ <u>239.00</u>	\$ <u>1,200.00</u> \$ <u>292.00</u>	<u>N/A</u>
7b	Oxidizer Liquid	Neutralization	Bulk	\$ <u>45.00</u>	\$ <u>65.00</u>	\$ <u>95.00</u>	\$ <u>125.00</u>	N/A
		Incineration	Bulk Lab-pack	\$ <u>130.00</u> \$ <u>420.00</u>	\$ <u>190.00</u> \$ <u>600.00</u>	\$ <u>280.00</u> \$ <u>900.00</u>	\$ <u>375.00</u> \$1,200.00	N/A N/A

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums		Unit Price: Transportation & Disposal per 30 Gal. Drum	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
		Fuel Substitution	Lab-pack	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	\$ <u>555.00</u>
8a	Non-RCRA Hazardous	Fuel Substitution	Bulk	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	\$ <u>555.00</u>
	Waste, Solid	Landfill	Bulk	\$ <u>35.00</u>	\$ <u>50.00</u>	\$ <u>70.00</u>	\$ <u>95.00</u>	\$ <u>350.00</u>
	Conta	Landfill	Lab-pack	\$35.00	\$ <u>50.00</u>	\$ <u>70.00</u>	\$ <u>95.00</u>	\$ <u>350.00</u>
		Fuel Substitution	Lab-pack	\$55.00	\$ <u>75.00</u>	\$ <u>115.00</u>	\$150.00	\$555.00
8b	Non-RCRA Hazardous	Fuel Substitution	Bulk	\$ <u>125.00</u>	\$ <u>175.00</u>	\$265.00	\$ <u>350.00</u>	N/A
00	Waste, Liquid	Landfill	Bulk	\$ <u>35.00</u>	\$50.00	\$70.00	\$ <u>95.00</u>	\$350.00
	Liquid	Landfill	Lab-pack	\$ <u>35.00</u>	\$ <u>50.00</u>	\$70.00	\$ <u>95.00</u>	N/A
	Used Photo	Recycle (for metal recovery)	Lab-pack	\$ <u>35.00</u>	\$ <u>35.00</u>	\$ <u>40.00</u>	\$ <u>48.00</u>	N/A
9	Developer (other	Recycle (for	Dulk	\$50.00	\$ <u>70.00</u>	\$ <u>105.00</u>	\$ <u>139.00</u>	<u>N/A</u>
	metal bearing	metal recovery)	Bulk	\$ <u>35.00</u>	\$ <u>35.00</u>	\$40.00	\$48.00	<u>N/A</u>
	aqueous waste)	Landfill Landfill	Bulk Lab-pack	\$ <u>45.00</u>	\$ <u>65.00</u>	\$ <u>95.00</u>	\$ <u>125.00</u>	<u>N/A</u>
10a	Medicines,	Incineration	Lab-pack	\$ <u>90.00</u>	\$ <u>125.00</u>	\$ <u>190.00</u>	\$250.00	N/A
iva		Fuel Substitution	Lab-pack	\$ <u>35.00</u>	\$ <u>50.00</u>	\$ <u>75.00</u>	\$ <u>98.00</u>	<u>N/A</u>
10b	Medicines,	Incineration	Lab-pack	\$ <u>90.00</u>	\$ <u>125.00</u>	\$ <u>190.00</u>	\$250.00	<u>N/A</u>
	Liquids	Fuel Substitution	Lab-pack	\$ <u>35.00</u>	\$ <u>50.00</u>	\$ <u>75.00</u>	\$ <u>98.00</u>	<u>N/A</u>
11a	Poison,	Incineration	Lab-pack	\$80.00	\$ <u>115.00</u>	\$ <u>170.00</u>	\$225.00	\$650.00
	Solid	Landfill	Lab-pack	\$35.00	\$50.00	\$70.00	\$ <u>95.00</u>	\$350.00
11b	Poison, Liquid	Incineration	Lab-pack	\$ <u>80.00</u>	\$ <u>115.00</u>	\$ <u>170.00</u>	\$225.00	\$ <u>650.00</u>
11c	Pentachloro- phenol Containing Poisons	Landfill Incineration	Lab-pack Lab-pack	\$ <u>35.00</u> \$ <u>650.00</u>	\$ <u>50.00</u> \$ <u>CBC</u>	\$ <u>70.00</u> \$ <u>CBC</u>	\$ <u>95.00</u> \$ <u>CBC</u>	\$ <u>350.00</u> <u>N/A</u>
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc.)	Recycle	Loose- pack	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>584.00</u>	<u>N/A</u>

Cost Item	Waste Description	Management Method	Packing Method		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	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$ <u>175.00</u>	\$ <u>250.00</u>	\$ <u>375.00</u>	\$ <u>500.00</u>	<u>N/A</u>
13a	Household Dry-Cell Batteries	Recycle	Loose- Pack	\$ <u>0.90 per LB</u>	\$ <u>0.90 per LB</u>	\$ <u>0.90 per LB</u>	\$ <u>0.90 per LB</u>	\$ <u>0.90 per LB</u>
13b	Lithium Metal	Recycle	Loose- Pack	\$ <u>5.50 per LB</u>	\$ <u>5.50 per LB</u>	\$ <u>5.50 per LB</u>	\$ <u>5.50 per LB</u>	\$ <u>5.50 per LB</u>
14	Organic Peroxides	Incineration	Lab-pack	\$ <u>96.00</u>	\$ <u>340.00</u>	\$ <u>505.00</u>	\$ <u>675.00</u>	<u>N/A</u>
15	Mercury	Recycle	Lab-pack	\$ <u>265.00</u>	\$ <u>CBC</u>	\$ <u>CBC</u>	\$ <u>CBC</u>	<u>N/A</u>
16	Flares (Fuses)	Incineration	Lab-pack	\$ <u>200.00</u>	\$ <u>285.00</u>	\$ <u>425.00</u>	\$ <u>570.00</u>	<u>N/A</u>
17a	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Drums	\$ <u>55.00</u>	\$ <u>75.00</u>	\$ <u>115.00</u>	\$ <u>150.00</u>	<u>\$570.00</u>
17b	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Bags	\$21.10 per Cut	bic Foot			

YEAR 4:											
Cost Item	Waste Description	Management Method	Packing Method		Transportation & Disposal per		Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box			
		Recycle AFO1/AFO2	Bulk	\$ <u>47.25</u>	\$ <u>73.50</u>	\$ <u>105.00</u>	\$ <u>141.75</u>	\$ <u>446.25</u>			
1	Oil-Based Paint	Fuel Substitution	Bulk	\$ <u>47.25</u>	\$ <u>73.50</u>	\$ <u>105.00</u>	\$ <u>141.75</u>	\$ <u>446.25</u>			
		Fuel Substitution	Loose- pack	\$ <u>47.25</u>	\$ <u>73.50</u>	\$ <u>105.00</u>	\$ <u>141.75</u>	\$ <u>417.90</u>			

				Unit Price:	Unit Price:	Unit Price:	Unit Price:	Unit Price:
Cost tem	Waste Description	Management Method	Packing Method	Transportation & Disposal per 5 Gal. Drums	te cana cincate ci	Transportation	Transportation & Disposal per 55 Gal. Drum	Transportation & Disposal per Cubic Yard Box
	1	Fuel Substitution	Bulk	\$ <u>47.25</u>	\$ <u>73.50</u>	\$ <u>105.00</u>	\$ <u>141.75</u>	<u>N/A</u>
2a	Flammable Liquids	Fuel Substitution	Loose- pack	\$ <u>47.25</u>	\$ <u>73.50</u>	\$ <u>105.00</u>	\$ <u>128.10</u>	\$ <u>417.90</u>
		Incineration	Bulk	\$ <u>99.75</u>	\$ <u>141.75</u>	\$ <u>210.00</u>	\$ <u>278.25</u>	<u>N/A</u>
	Flammable Liquids (Unsuitable	Fuel Substitution	Lab-pack	\$ <u>42.00</u>	\$ <u>57.75</u>	\$ <u>89.25</u>	\$ <u>128.10</u>	\$ <u>417.90</u>
2b	for Bulking such as pesticides)	Incineration	Lab-pack	\$ <u>84.00</u>	\$ <u>120.75</u>	\$ <u>178.50</u>	\$ <u>236.25</u>	<u>N/A</u>
3	Flammable	Incineration	Lab-pack	\$ <u>131.25</u>	\$ <u>173.25</u>	\$ <u>257.25</u>	\$ <u>289.80</u>	<u>\$529.20</u>
5	Solids	Reactives Incineration	Lab-pack	\$ <u>210.00</u>	\$ <u>299.25</u>	\$ <u>451.50</u>	\$ <u>598.50</u>	<u>N/A</u>
4a	Aerosol cans - Flammable	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose – pack	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$ <u>577.50</u>
4b	Aerosol cans – Poisons	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$ <u>577.50</u>
4c	Aerosol Cans – Corrosives	Treatment / Neutralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$ <u>577.50</u>
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose- pack	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>200.55</u>	\$ <u>601.65</u>
6a	Corrosive Inorganic (Acid or	Treatment / Neutralization Treatment /	Lab-pack	\$ <u>66.15</u>	\$ <u>94.50</u>	\$ <u>141.75</u>	\$ <u>189.00</u>	<u>N/A</u>
	Base)	Neutralization	Bulk	\$ <u>66.15</u>	\$ <u>94.50</u>	\$ <u>141.75</u>	\$ <u>212.10</u>	<u>N/A</u>

YEAR 4 (CONTINUED)

Cost tem	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums		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	Corrosive Organic (Acid or	Treatment / Neutralization Treatment /	Lab-pack	\$ <u>66.15</u>	\$ <u>94.50</u>	\$ <u>141.75</u>	\$ <u>178.50</u>	<u>N/A</u>
	Base)	Neutralization	Bulk	\$ <u>47.25</u>	\$ <u>68.25</u>	\$ <u>99.75</u>	\$ <u>200.55</u>	<u>N/A</u>
		Treatment / Neutralization	Lab-pack	\$ <u>84.00</u>	\$ <u>189.00</u>	\$ <u>250.95</u>	\$ <u>306.60</u>	<u>N/A</u>
7a	Oxidizer	Treatment / Neutralization	Bulk	\$84.00	\$189.00	\$ <u>250.95</u>	\$306.60	<u>N/A</u>
	Solid	Incineration	Bulk	\$ <u>136.50</u>	\$ <u>199.50</u>	\$294.00	\$393.75	<u>N/A</u>
		Incineration	Lab-pack	\$ <u>441.00</u>	\$ <u>630.00</u>	\$ <u>945.00</u>	\$ <u>1,260.00</u>	<u>N/A</u>
		Treatment / Neutralization	Lab-pack	\$ <u>84.00</u>	\$ <u>189.00</u>	\$ <u>250.95</u>	\$ <u>306.60</u>	<u>N/A</u>
7b	Oxidizer Liquid	Treatment / Neutralization	Bulk	\$47.25	\$ <u>68.25</u>	\$ <u>99.75</u>	\$ <u>131.25</u>	<u>N/A</u>
		Incineration	Bulk	\$ <u>136.50</u>	\$ <u>199.50</u>	\$ <u>294.00</u>	\$ <u>393.75</u>	N/A
		Incineration	Lab-pack	\$ <u>441.00</u>	\$ <u>630.00</u>	\$ <u>945.00</u>	\$ <u>1,260.00</u>	<u>N/A</u>
		Fuel Substitution	Lab-pack	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$582.75
8a	Non-RCRA Hazardous	Fuel Substitution	Bulk	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$ <u>582.75</u>
	Waste, Solid	Landfill	Bulk	\$ <u>36.75</u>	\$ <u>52.50</u>	\$ <u>73.50</u>	\$ <u>99.75</u>	\$367.50
		Landfill	Lab-pack	\$ <u>36.75</u>	\$ <u>52.50</u>	\$ <u>73.50</u>	\$ <u>99.75</u>	\$ <u>367.50</u>
		Fuel Substitution	Lab-pack	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	\$582.75
8b	Non-RCRA Hazardous	Fuel Substitution	Bulk	\$ <u>131.25</u>	\$ <u>183.75</u>	\$ <u>278.25</u>	\$ <u>367.50</u>	<u>N/A</u>
	Waste, Liquid	Landfill	Bulk	\$ <u>36.75</u>	\$52.50	\$ <u>73.50</u>	\$ <u>99.75</u>	\$367.50
		Landfill	Lab-pack	\$ <u>36.75</u>	\$ <u>52.50</u>	\$ <u>73.50</u>	\$ <u>99.75</u>	<u>N/A</u>
	Used Photo	Recycle (for metal recovery)	Lab-pack	\$ <u>36.75</u>	\$ <u>36.75</u>	\$ <u>42.00</u>	\$ <u>50.40</u>	<u>N/A</u>
9	Developer (other	Recycle (for metal recovery)	Bulk	\$ <u>52.50</u>	\$ <u>73.50</u>	\$ <u>110.25</u>	\$ <u>145.95</u>	<u>N/A</u>
	metal	Landfill	Bulk	\$ <u>36.75</u>	\$ <u>36.75</u>	\$ <u>42.00</u>	\$ <u>50.40</u>	<u>N/A</u>
	aqueous waste)	Landfill	Lab-pack	\$ <u>47.25</u>	\$ <u>68.25</u>	\$ <u>99.75</u>	\$ <u>131.25</u>	<u>N/A</u>

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums	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,	Incineration	Lab-pack	\$ <u>94.50</u>	\$ <u>131.25</u>	\$ <u>199.50</u>	\$ <u>262.50</u>	<u>N/A</u>
	Solid	Fuel Substitution	Lab-pack	\$ <u>36.75</u>	\$52.50	\$ <u>78.75</u>	\$102.90	<u>N/A</u>
10b	Medicines, Liquids	Incineration	Lab-pack	\$ <u>94.50</u>	\$ <u>131.25</u>	\$ <u>199.50</u>	\$ <u>262.50</u>	<u>N/A</u>
_		Fuel Substitution	Lab-pack	\$ <u>36.75</u>	\$ <u>52.50</u>	\$ <u>78.75</u>	\$ <u>102.90</u>	<u>N/A</u>
11a	Poison, Solid	Incineration	Lab-pack	\$ <u>84.00</u>	\$ <u>120.75</u>	\$ <u>178.50</u>	\$236.25	\$682.50
_	Conto	Landfill	Lab-pack	\$ <u>36.75</u>	\$ <u>52.50</u>	\$ <u>73.50</u>	\$ <u>99.75</u>	\$367.50
11b	Poison, Liquid	Incineration	Lab-pack	\$ <u>84.00</u>	\$ <u>120.75</u>	\$ <u>178.50</u>	\$ <u>236.25</u>	\$682.50
_	Pentachloro-	Landfill	Lab-pack	\$36.75	\$52.50	\$ <u>73.50</u>	\$99.75	\$367.50
11c	phenol Containing Poisons	Incineration	Lab-pack	\$ <u>682.50</u>	\$ <u>CBC</u>	\$ <u>CBC</u>	\$ <u>CBC</u>	<u>N/A</u>
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc.)	Recycle	Loose- pack	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>613.20</u>	<u>N/A</u>
12b	PCB Containing Waste, Liquid	Incineration	Lab-pack	\$ <u>183.75</u>	\$ <u>262.50</u>	\$ <u>393.75</u>	\$ <u>525.00</u>	<u>N/A</u>
13a	Household Dry-Cell Batteries	Recycle	Loose- Pack	\$ <u>0.95 per LB</u>				
13b	Lithium Metal	Recycle	Loose- Pack	\$ <u>5.80 per LB</u>				
14	Organic Peroxides	Incineration	Lab-pack	\$ <u>100.80</u>	\$357.00	\$ <u>530.25</u>	\$ <u>708.75</u>	<u>N/A</u>
15	Mercury	Recycle	Lab-pack	\$ <u>278.25</u>	\$ <u>CBC</u>	\$CBC	\$ <u>CBC</u>	<u>N/A</u>
16	Flares (Fuses)	Incineration	Lab-pack	\$ <u>210.00</u>	\$299.25	\$ <u>446.25</u>	\$ <u>598.50</u>	<u>N/A</u>
17a	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Drums	\$ <u>57.75</u>	\$ <u>78.75</u>	\$ <u>120.75</u>	\$ <u>157.50</u>	<u>\$598.50</u>
17b	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Bags	\$22.25 per Cul	bic Foot			

Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums		Unit Price: Transportation & Disposal per 30 Gal. Drum	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
		Recycle AFO1/AFO2	Bulk	\$ <u>49.60</u>	\$ <u>77.20</u>	\$ <u>110.25</u>	\$ <u>148.85</u>	\$ <u>468.55</u>
1	Oil-Based Paint	Fuel Substitution	Bulk	\$ <u>49.60</u>	\$ <u>77.20</u>	\$ <u>110.25</u>	\$ <u>148.85</u>	\$ <u>468.55</u>
		Fuel Substitution	Loose- pack	\$ <u>49.60</u>	\$ <u>77.20</u>	\$ <u>110.25</u>	\$ <u>148.85</u>	\$ <u>438.80</u>
		Fuel Substitution	Bulk	\$ <u>49.60</u>	\$ <u>77.20</u>	\$ <u>110.25</u>	\$ <u>148.85</u>	N/A
2a	Flammable Liquids	Fuel Substitution	Loose- pack	\$ <u>49.60</u>	\$ <u>77.20</u>	\$ <u>110.25</u>	\$ <u>134.50</u>	\$ <u>438.80</u>
		Incineration	Bulk	\$ <u>104.75</u>	\$ <u>148.85</u>	\$ <u>220.50</u>	\$ <u>292.15</u>	<u>N/A</u>
2b	Flammable Liquids (Unsuitable	Fuel Substitution	Lab-pack	\$ <u>44.10</u>	\$ <u>60.65</u>	\$ <u>93.70</u>	\$ <u>134.50</u>	\$ <u>438.80</u>
	for Bulking such as pesticides)	Incineration	Lab-pack	\$ <u>88.20</u>	\$ <u>126.80</u>	\$ <u>187.45</u>	\$ <u>248.05</u>	<u>N/A</u>
3	Flammable Solids	Incineration	Lab-pack	\$ <u>137.80</u>	\$ <u>181.90</u>	\$ <u>270.10</u>	\$304 <u>.30</u>	\$555.60
	Solids	Reactives Incineration	Lab-pack	\$ <u>220.50</u>	\$ <u>314.20</u>	\$ <u>475.00</u>	\$ <u>628.50</u>	<u>N/A</u>
4a	Aerosol cans - Flammable	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose – pack	\$ <u>60.65</u>	\$ <u>82.70</u>	\$ <u>126.80</u>	\$ <u>165.40</u>	\$ <u>606.40</u>
4b	Aerosol cans – Poisons	Incineration (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>60.65</u>	\$ <u>82.70</u>	\$ <u>126.80</u>	\$ <u>165.40</u>	\$ <u>606.40</u>
4c	Aerosol Cans – Corrosives	Treatment / Neutralization (Liquid Product), Incineration or recycling (Propellants) and Recycle (Emptied Containers)	Loose- pack	\$ <u>60.65</u>	\$ <u>82.70</u>	\$ <u>126.80</u>	\$ <u>165.40</u>	\$ <u>606.40</u>

YEAR 5 (CONTINUED)

Cost tem	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums	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	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>210.55</u>	\$ <u>631.70</u>
6a	Corrosive Inorganic (Acid or Base)	Treatment / Neutralization Treatment / Neutralization	Lab-pack Bulk	\$ <u>69.50</u> \$ <u>69.50</u>	\$ <u>99.25</u> \$ <u>99.25</u>	\$ <u>148.85</u> \$ <u>148.85</u>	\$ <u>198.45</u> \$ <u>222.70</u>	<u>N/A</u>
6b	Corrosive Organic (Acid or Base)	Treatment / Neutralization Treatment / Neutralization	Lab-pack Bulk	\$ <u>69.45</u> \$ <u>49.60</u>	\$ <u>99.25</u> \$ <u>71.65</u>	\$ <u>148.85</u> \$ <u>104.75</u>	\$ <u>187.40</u> \$ <u>210.55</u>	N/A
7a	Oxidizer Solid	Treatment / Neutralization Treatment / Neutralization Incineration Incineration	Lab-pack Bulk Bulk Lab-pack	\$ <u>88.20</u> \$ <u>143.35</u>	\$ <u>198.45</u> \$ <u>198.45</u> \$ <u>209.50</u> \$ <u>661.50</u>	\$263.50 \$263.50 \$308.70 \$ <u>992.25</u>	\$ <u>321.95</u> \$ <u>321.95</u> \$ <u>413.45</u> \$ <u>1.323.00</u>	<u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u>
7b	Oxidizer Liquid	Treatment / Neutralization Treatment / Neutralization Incineration Incineration	Lab-pack Bulk Bulk Lab-pack	\$ <u>49.60</u> \$ <u>143.35</u>	\$ <u>198.45</u> \$ <u>71.65</u> \$ <u>209.50</u> \$ <u>661.50</u>	\$ <u>263.50</u> \$ <u>104.75</u> \$ <u>308.70</u> \$ <u>992.25</u>	\$ <u>321.95</u> \$ <u>137.80</u> \$ <u>413.45</u> \$ <u>1,323.00</u>	N/A N/A N/A N/A
8a	Non-RCRA Hazardous Waste, Solid			\$ <u>60.65</u> \$ <u>60.65</u> \$ <u>38.60</u> \$ <u>38.60</u>	\$ <u>82.69</u> \$ <u>82.69</u> \$ <u>55.15</u> \$ <u>55.15</u>	\$ <u>126.80</u> \$ <u>126.80</u> \$ <u>77.20</u> \$ <u>77.20</u>	\$ <u>165.40</u> \$ <u>165.40</u> \$ <u>104.75</u> \$ <u>104.75</u>	\$ <u>611.90</u> \$ <u>611.90</u> \$ <u>385.90</u> \$ <u>385.90</u>
8b	Non-RCRA Hazardous Waste, Liquid	Fuel Substitution Fuel Substitution Landfill Landfill		\$ <u>60.65</u> \$ <u>137.80</u> \$ <u>38.60</u> \$ <u>38.60</u>	\$ <u>82.69</u> \$ <u>192.95</u> \$ <u>55.15</u> \$ <u>55.15</u>	\$ <u>126.80</u> \$ <u>292.15</u> \$ <u>77.20</u> \$ <u>77.20</u>	\$ <u>165.40</u> \$ <u>385.88</u> \$ <u>104.75</u> \$ <u>104.75</u>	\$ <u>611.90</u> <u>N/A</u> \$ <u>385.90</u> <u>N/A</u>

YEAR 5 (CONTINUED) Unit Price: Unit Price: Unit Price: Unit Price: Unit Price: Cost Waste Management Packing Transportation Transportation Transportation Transportation Transportation Description Item Method Method & Disposal per 5 Gal. Drums 20 Gal, Drum 30 Gal. Drum 55 Gal. Drum Cubic Yard Box Recycle (for Used metal recovery) \$38.60 \$38.60 \$44.10 \$52.95 Lab-pack N/A Photo Developer Recycle (for \$55.15 \$77.20 \$115.75 \$153.25 N/A 9 (other metal recovery) Bulk metal \$38.60 \$38.60 \$44.10 \$52.95 N/A bearing Bulk Landfill aqueous \$49.60 \$71.65 \$104.75 \$137.80 N/A waste) Landfill Lab-pack Incineration Lab-pack \$99.25 \$137.80 \$209.50 \$275.65 N/A Medicines, 10a Solid Fuel Substitution Lab-pack \$38.60 \$55.15 \$82.70 \$108.05 N/A Medicines, Incineration Lab-pack \$99.25 \$137.80 \$209.50 \$275.65 N/A 105 Liquids Fuel Substitution Lab-pack \$38.60 \$55.15 \$82.70 \$108.05 N/A Incineration \$88.20 \$126.80 \$187.45 \$248.05 \$716.65 Poison. Lab-pack 11a Solid Landfill Lab-pack \$38.59 \$55.15 \$77.20 \$104.75 \$385.90 Incineration \$88.20 \$126.80 \$187.45 \$248.05 \$716.65 Poison, Lab-pack 11b Liquid \$38.59 \$55.15 \$77.20 \$104.75 \$385.90 Landfill Lab-pack Pentachloro-Incineration Lab-pack \$716.60 \$CBC \$CBC \$CBC N/A phenol 11c Containing Poisons PCB Containing Waste. Loose-N/A N/A N/A \$643.85 N/A Solid (Florescent Recycle pack Light 12a Ballasts. etc.) PCB Containing 12b Incineration Lab-pack \$192.95 \$275.65 \$413.45 \$551.25 N/A Waste. Liquid Household Loose-\$1.00 per LB 13a Dry-Cell \$1.00 per LB \$1.00 per LB \$1.00 per LB \$1.00 per LB Pack Recycle Batteries Lithium Loose-13b \$6.10 per LB Metal Recycle Pack Organic 14 Incineration Lab-pack \$374.85 \$556.75 \$744.20 N/A Peroxides \$105.85 Recycle Lab-pack \$292.25 \$CBC \$CBC \$CBC N/A 15 Mercury

YEA		Unit Driver Unit Driver Unit Driver Unit Driver Unit Driver								
Cost Item	Waste Description	Management Method	Packing Method	& Disposal per	& Disposal per	Unit Price: Transportation & Disposal per 30 Gal. Drum	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box		
16	Flares (Fuses)	Incineration	Lab-pack	\$ <u>220.50</u>	\$ <u>314.20</u>	\$ <u>468.55</u>	\$ <u>628.45</u>	N/A		
17a	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Drums	\$ <u>60.65</u>	\$ <u>82.70</u>	\$ <u>126.80</u>	\$ <u>165.40</u>	<u>\$628.45</u>		
17b	Asbestos and Asbestos Containing Products	Landfill	Loose- pack in Bags	\$23.40 per Cut	bic Foot					

PACKAGING MATERIALS/SUPPLIES:

If requested, Contractor shall provide all packing materials and supplies in accordance with the below table:

YEAR	PACKING MATERIAL	PRICE
	5 Gallon Bucket	\$15.00
	55 Gallon Metal Closed Head	\$45.00
	55 Gallon Metal Open Head	\$45.00
	55 Gallon Poly Open Head	\$50.00
YEARS 1 -3	Cubic Yard Box Cardboard	\$90.00
	Pallet for Cubic Yard Box	\$10.00
	Liner for Cubic Yard Box	\$0.00
	Vermiculite	\$35.00
	Labels	\$0.00
	5 Gallon Bucket	\$15.75
	55 Gallon Metal Closed Head	\$47.25
	55 Gallon Metal Open Head	\$47.25
	55 Gallon Poly Open Head	\$52.50
YEAR 4	Cubic Yard Box Cardboard	\$94.50
	Pallet for Cubic Yard Box	\$10.50
	Liner for Cubic Yard Box	\$0.00
	Vermiculite	\$36.75
	Labels	\$0.00
	5 Gallon Bucket	\$16.55
	55 Gallon Metal Closed Head	\$49.60
	55 Gallon Metal Open Head	\$49.60
	55 Gallon Poly Open Head	\$55.15
YEAR 5	Cubic Yard Box Cardboard	\$99.25
	Pallet for Cubic Yard Box	\$11.05
	Liner for Cubic Yard Box	\$0.00
	Vermiculite	\$38.60
	Labels	\$0.00

BILLABLE HOURLY RATES:

The billable labor rate for the Technician and Chemist is for on-site work on an as needed basis. The costs associated with mileage and time for transportation shall be included in the hourly billable rate provided below. 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.

YEAR	TITLE/ DESCRIPTION	HOURLY RATE
	Technician Straight Time	\$38.00
YEARS 1 - 3	Technician Overtime	\$65.00
TEARS 1 - 3	Chemist Straight Time	\$50.00
	Chemist Overtime	\$75.00
1	Technician Straight Time	\$39.90
	Technician Overtime	\$68.25
YEAR 4	Chemist Straight Time	\$52.50
	Chemist Overtime	\$78.75
	Technician Straight Time	\$41.90
VEADE	Technician Overtime	\$71.70
YEAR 5	Chemist Straight Time	\$55.15
	Chemist Overtime	\$82.70

TRAINING YEARS 1 - 5

16 Hour HM-181 Training	Unit of Measure	8 Hour HM-181 Training	Unit of Measure
No Charge	Per Class	No Charge	Per Class

Agreement Number A042518



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

AMENDMENT NO. 1

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INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amendment No. 1 to the Agreement for Independent Contractor Services ("Amendment No. 1") is made and entered into by and between the County of Stanislaus ("County") and Clean Earth Environmental Solutions, Inc. (Formerly Stericycle Environmental Solutions, Inc.), hereinafter referred to as ("Contractor") on August 17, 2020.

WHEREAS, the County and Contractor entered into an Agreement for Independent Contractor Services dated July 18, 2018 (the "Agreement"); and

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

WHEREAS, Stericycle Environmental Solutions Inc. was purchased on April 29, 2020 by Clean Earth Environmental Solutions, Inc.; and

WHEREAS, Paragraph 12 – "Assignment" provides that the Agreement may not be assigned without prior written consent of the County, and

WHEREAS, Contractor wishes to accept assignment of all rights and obligations under the Agreement, and County has determined that Contractor is capable of fulfilling the Agreement without interruption or degradation of services, and therefore agrees to allow the Agreement to survive the sale of Stericycle Environmental Solutions, Inc., and the assignment of all rights and obligations of Contractor; and

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

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

- 1. County consents to the assignment of the Agreement from Stericycle Environmental Solutions, Inc., to Clean Earth Environmental Solutions, Inc.
- 2. Contractor hereby accepts the assignment of all rights, title and interest, and delegation of all obligations, responsibilities, and duties in and to the Agreement.
- 3. Contractor shall provide County with current proof of insurance.
- 4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

[SIGNATURES APPEAR ON NEXT PAGE]

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Agreement Number A042518

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

COUNTY OF STANISLAUS **Department of Environmental Resources** CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

DoguSigned by: Jusan Cression By:

Susan Cashion **Regional Director Sales**

"Contractor"

"County"

Jami Aggers Director

APPROVED AS TO FORM: Thomas E. Boze **County Counsel**

By:

By: Todd James Assistant County Counsel Deputy County Coursel

Page 2

Agreement Number A042518



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 ("Agreement") is made and entered into by and between the County of Stanislaus ("County") and Clean Earth Environmental Solutions, Inc., hereinafter referred to as ("Contractor") on July 14, 2023.

WHEREAS, the County and Contractor entered into an Agreement for Independent Contractor Services dated July 18, 2018 (the "Agreement"); and

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

WHEREAS, on July 17, 2018, the Board of Supervisors approved the Agreement as Resolution No. 2018-0360, and authorized the Director of Environmental Resources to sign amendments to the Agreement within the specified contract amount of \$850,000; and

WHEREAS, the parties wish to extend the term of this Agreement by an additional one year until July 31, 2024; and

WHEREAS, there is still sufficient funding on the Agreement to accommodate an one-year extension; and

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

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

1. The first sentence of section 3.4 is hereby deleted in its entirety and replaced with the following sentence:

Either party may terminate the agreement upon 30 days prior written notice to the other party.

2. The words "arising out of, resulting from or in connection with the performance of this Agreement by the Contractor" in section 7.1 shall be deleted and replaced with "to the extent caused by Contractor's negligence or willful misconduct 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, of 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 negligence or willful misconduct of the County or its agents, officer, and employees".

3. Contactor contact information in section 14 shall be deleted in its entirety and be replaced with the following contact information:

<u>To Contractor:</u> Clean Earth Environmental Solutions, Inc. 933 First Avenue, Ste. 200 King of Prussia, PA 19406 Attn: Legal

With a copy to: <u>cecontracts@harsco.com</u>

- 4. Exhibit C Fee Schedule is hereby deleted in its entirety and replaced with Exhibit C Revised Fee Schedule.
- 5. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

[SIGNATURES APPEAR ON NEXT PAGE]

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

COUNTY OF STANISLAUS

Department of Environmental Resources

Kost KODERT VU

By: Robert Kostlivy (Jul 18, 2023 11:56 PDT) Robert Kostlivy Director

"County"

APPROVED AS TO FORM: Thomas E. Boze County Counsel

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Bv:

Donya O. Nunes Assistant County Counsel

CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

DocuSigned by: Sears

By: Larry Sears Regional Director Sales

> "Contractor" 07/14/23 | 12:59 PM EDT

EXHIBIT C - Revised FEE SCHEDULE

Contractor shall provide all the labor, equipment, and tools to pick up, 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/fees shall apply to this Agreement. The unit prices below include all of the labor, material, equipment, supervision, supplies, transportation, fuel, and any other costs necessary for Contractor to perform the services described in Exhibit A "Scope of Work".

The all-inclusive firm fixed pricing for Amendment No. 2 of the Contract is identified in the price schedule below and shall be effective from August 1, 2023, through July 31, 2024. In no case shall the price be adjusted prior to July 31, 2024.

Cost Item	Waste Description	Management Method	Method	Unit Price: Transportation & Disposal per 5 Gal. Drums	Transportation & Disposal per	Unit Price: Transportation & Disposal per 30 Gal. Drum		Unit Price: Transportation & Disposal per Cubic Yard Box
		Fuel Substitution (AF03-AF04)	Bulk	<u>\$235.20</u>	<u>\$320.40</u>	<u>\$426.00</u>	<u>\$646.80</u>	<u>CBC</u>
1	Oil-Based Paint	Fuel Substitution (AF06)	Loose- pack	<u>\$81.84</u>	<u>\$127.38</u>	<u>\$181.91</u>	<u>\$245.60</u>	<u>\$825.00</u>
		Non-Processable Oil Based Paint (AF06-1)	Loose- pack	<u>\$81.84</u>	<u>\$127.38</u>	<u>\$181.91</u>	<u>\$245.60</u>	<u>\$1,050.00</u>
		Fuel Substitution (AF01)	Bulk	<u>\$81.84</u>	<u>\$127.38</u>	<u>\$181.91</u>	<u>\$195.00</u>	<u>N/A</u>
2a	Flammable Liquids	Fuel Substitution (AF07)	Loose- pack	<u>\$115.20</u>	<u>\$164.40</u>	<u>\$246.00</u>	<u>\$327.60</u>	CBC
		Incineration (INC09)	Bulk	<u>\$172.84</u>	<u>\$245.60</u>	<u>\$363.83</u>	<u>\$545.00</u>	<u>N/A</u>
2b	Flammable Liquids (Unsuitable for Bulking such as pesticides)	Incineration (INC14-F)	Lab-pack	<u>\$145.53</u>	<u>\$209.22</u>	<u>\$250.00</u>	<u>\$285.00</u>	<u>\$850.00</u>
3	Flammable	Incineration (INC13)	Bulk	<u>\$227.37</u>	<u>\$300.14</u>	<u>\$445.67</u>	<u>\$502.10</u>	<u>\$1,800</u>
	Solids	Reactives Incineration (INC15-D1)	Lab-pack	<u>\$158.40</u>	<u>\$701.25</u>	<u>\$940.50</u>	<u>\$1,250.00</u>	<u>N/A</u>

FEE	SCHEDULE	(CONTINUED)						
Cost Item	Waste Description	Management Method	Packing Method	& Disposal per	Transportation & Disposal per	& Disposal per	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
4a	Aerosol cans - Flammable	Treatment/ Neutralization (AF08)	Loose – pack	<u>\$100.07</u>	<u>\$136.46</u>	<u>\$209.22</u>	<u>\$272.91</u>	<u>\$775.00</u>
4b	Aerosol cans – Poisons	Treatment/ Neutralization (AF08)	Loose- pack	<u>\$100.07</u>	<u>\$136.46</u>	<u>\$209.22</u>	<u>\$272.91</u>	<u>\$775.00</u>
4c	Aerosol Cans – Corrosives	Treatment / Neutralization (AF08)	Loose- pack	<u>\$100.07</u>	<u>\$136.46</u>	<u>\$209.22</u>	<u>\$272.91</u>	<u>\$775.00</u>
5	Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle (REC61)	Loose- pack	<u>N/A</u>	<u>N/A</u>	N/A	<u>\$210.55</u>	<u>\$631.70</u>
6a	Corrosive Inorganic (Acid or Base)	Treatment / Neutralization (WAT16A/B)	Lab-pack	<u>\$103.95</u>	<u>\$148.50</u>	<u>\$222.75</u>	<u>\$245.00</u>	<u>N/A</u>
6b	Corrosive Organic (Acid or Base)	Treatment / Neutralization (INC14A/B)	Lab-pack	<u>\$114.59</u>	<u>\$163.76</u>	<u>\$245.60</u>	<u>\$309.21</u>	<u>N/A</u>
		Treatment / Neutralization (STAB06-6)	Lab-pack	<u>\$145.53</u>	<u>\$327.44</u>	<u>\$350.00</u>	<u>\$375.00</u>	<u>N/A</u>
7a	Oxidizer Solid	Incineration (INC15-E2)	Lab-pack	\$11.07 PER LB (min apply)	\$11.07 PER LB (min apply)	\$11.07 PER LB (min apply)	\$11.07 PER LB (min apply)	<u>N/A</u>
		Treatment / Neutralization (STAB06-6)	Lab-pack	<u>\$145.53</u>	<u>\$327.44</u>	<u>\$350.00</u>	<u>\$375.00</u>	<u>N/A</u>
7b	Oxidizer Liquid	Incineration (INC15-E2)	Lab-pack	\$ <u>11.07 PER</u> LB (min apply)	\$11.07 PER LB (min apply)	\$11.07 PER LB (min apply)	\$11.07 PER LB (min apply)	<u>N/A</u>

FEE	SCHEDULE	(CONTINUED)		_		-		
Cost Item	Waste Description	Management Method	Packing Method	& Disposal per	Transportation	Transportation & Disposal per		Unit Price: Transportation & Disposal per Cubic Yard Box
8a	Non-RCRA Hazardous	Landfill (LF08)	Bulk	<u>\$151.20</u>	<u>\$170.40</u>	<u>\$195.60</u>	<u>\$286.80</u>	<u>CBC</u>
	Waste, Solid	Landfill (LF06)	Lab-pack	<u>\$165.60</u>	<u>\$180.00</u>	<u>\$241.20</u>	<u>\$320.40</u>	<u>\$642.00</u>
8b	Non-RCRA Hazardous	Landfill (LF07)	Bulk	<u>\$127.20</u>	<u>\$145.20</u>	<u>\$164.40</u>	<u>\$240.00</u>	<u>\$655.20</u>
00	Waste, Liquid	Landfill (LF06)	Lab-pack	<u>\$165.60</u>	<u>\$180.00</u>	<u>\$241.20</u>	<u>\$320.40</u>	<u>\$642.00</u>
	Used Photo	Recycle (for metal recovery)	Lab-pack	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>N/A</u>
9	Developer (other	Recycle (for metal recovery)	Bulk	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	CBC	<u>N/A</u>
	metal bearing	Landfill	Bulk	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>N/A</u>
	aqueous waste)	Landfill	Lab-pack	<u>CBC</u>	<u>CBC</u>	CBC	<u>CBC</u>	<u>N/A</u>
10a	Medicines, Solid	Incineration (INC29)	Lab-pack	<u>\$346.80</u>	<u>\$409.20</u>	<u>\$529.20</u>	<u>\$706.80</u>	<u>N/A</u>
10b	Medicines, Liquids	Incineration (INC29)	Lab-pack	<u>\$346.80</u>	<u>\$409.20</u>	<u>\$529.20</u>	<u>\$706.80</u>	<u>N/A</u>
11a	Poison, Solid	Incineration (INC14-P)	Lab-pack	<u>\$255.60</u>	<u>\$345.60</u>	<u>\$433.20</u>	<u>\$748.80</u>	CBC
11b	Poison, Liquid	Incineration (INC14-P)	Lab-pack	<u>\$255.60</u>	<u>\$345.60</u>	<u>\$433.20</u>	<u>\$748.80</u>	CBC
11c	Pentachloro- phenol Containing Poisons	Incineration	Lab-pack	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>CBC</u>	<u>N/A</u>
12a	PCB Containing Waste, Solid (Florescent Light Ballasts, etc.)	Recycle (PCB01)	Loose- pack	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>CBC</u>	<u>N/A</u>

FEE	SCHEDULE	(CONTINUED)						
Cost Item	Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5 Gal. Drums	Unit Price: Transportation & Disposal per 20 Gal. Drum	Unit Price: Transportatio n & Disposal per 30 Gal. Drum	Unit Price: Transportation & Disposal per 55 Gal. Drum	Unit Price: Transportation & Disposal per Cubic Yard Box
12b	PCB Containing Waste, Liquid	Incineration (PCB03)	Lab-pack	<u>\$318.37</u>	<u>\$454.82</u>	<u>\$682.19</u>	<u>\$909.56</u>	<u>N/A</u>
13a	Household Dry-Cell Batteries	Recycle (REC24)	Loose- Pack	<u>\$1.65 PER</u> <u>LB</u>	<u>\$1.65 PER</u> <u>LB</u>	<u>\$1.65 PER</u> <u>LB</u>	<u>\$1.65 PER LB</u>	<u>\$1.65 PER</u> <u>LB</u>
13b	Lithium Metal	Recycle (REC09)	Loose- Pack	<u>\$6.10 PER</u> <u>LB</u>	<u>\$6.10 PER</u> <u>LB</u>	<u>\$6.10 PER</u> LB	<u>\$6.10 PER LB</u>	<u>\$6.10 PER</u> LB
14	Organic Peroxides	Incineration (INC15-E2)	Lab-pack	<u>\$174.65</u>	<u>\$618.50</u>	<u>\$918.64</u>	<u>\$1,227.93</u>	<u>N/A</u>
15	Mercury	Recycle (REC13)	Bulk	<u>\$45.00 PER</u> <u>LB</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
16	Road Flares (Fuses)	Incineration (INC15-D1)	Lab-pack	<u>\$11.96 PER</u> <u>LB (min</u> <u>apply)</u>	\$11.96 PER LB (min apply)	<u>\$11.96 PER</u> <u>LB (min</u> <u>apply)</u>	<u>\$11.96 PER</u> LB (min apply)	<u>N/A</u>
17a	Asbestos and Asbestos Containing Products	Landfill (LF11)	Loose- pack in Drums	<u>\$100.07</u>	<u>\$136.45</u>	<u>\$209.22</u>	<u>\$272.91</u>	<u>\$725.00</u>
17b	Asbestos and Asbestos Containing Products	Landfill (LF11)	Loose- pack in Bags	<u>\$725.00</u>				

PACKAGING MATERIALS/SUPPLIES:

PACKING MATERIAL	PRICE
5 Gallon Bucket	\$34.00
55 Gallon Metal Closed Head	\$115.00
55 Gallon Metal Open Head	\$115.00
55 Gallon Poly Open Head	\$95.00
Cubic Yard Box Cardboard	\$104.00
Pallet for Cubic Yard Box	\$22.00
Liner for Cubic Yard Box	\$4.00
Vermiculite	\$49.00
Labels	\$1.00

BILLABLE HOURLY RATES:

TITLE/ DESCRIPTION	HOURLY RATE
Technician Straight Time	\$65.00
Technician Overtime	\$97.50
Chemist Straight Time	\$70.00
Chemist Overtime	\$105.00

TRAINING

16 Hour HM-181 Training	Unit of Measure	8 Hour HM-181 Training	Unit of Measure
Quote as needed	Per Class	Quote as needed	Per Class