

**AGREEMENT WITH
TERIS LLC dba MSE ENVIRONMENTAL
FOR
HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TERIS LLC dba MSE ENVIRONMENTAL, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, shall package and transport waste from the County's various household hazardous waste collection sites to a facility approved by the Environmental Protection Agency and the California Department of Toxic Substance Control for the treatment, storage, and disposal of hazardous waste as described in Schedule A, attached hereto and incorporated by reference herein.

2. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from April 1, 2002 through March 30, 2005. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

3. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION ONE HUNDRED FORTY-THREE THOUSAND DOLLARS (\$1,143,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be

conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent of both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

6. **Insurance**

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability

Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

- 1) Comprehensive General Liability \$2,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I.

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

7. **Non-Discrimination**

A. Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract .

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or

mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

C. Equal employment opportunity. Contractor shall insure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including, but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

8 Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Amendment of Agreement**

This Agreement and accompanying schedules is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

11. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

13. **Interpretation and Enforcement**

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

1) In the case of County, to:

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

or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:
 Teris LLC dba MSE Environmental
 Attn: Janice Oldemeyer
 880 W. Verdulera Street
 Camarillo, California 93010

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

14. Merger Clause

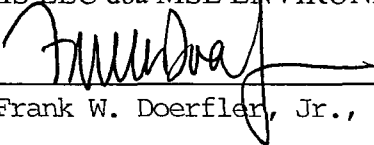
This Agreement, including Exhibits "A" and "B", attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this hereunto date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

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

COUNTY OF SAN MATEO

TERIS LLC dba MSE ENVIRONMENTAL

By: _____
 Jerry Hill, President
 Board of Supervisors, San Mateo County

By:  _____
 Frank W. Doerfler, Jr., President

Date: _____

Date: 2/14/02

ATTEST:

By: _____
 Clerk of Said Board

Date: _____

SCHEDULE A

SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

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

Permanent facilities are located at: Pacifica, San Bruno, San Carlos, South San Francisco, and Redwood City

25 labpack pick ups per year estimated

25 flammable liquid and loosepack pick ups per year estimated

This is an estimate only, and County is not obligated to any specific quantity of pick ups. The County reserves the right to add or delete permanent facilities.

County temporary events: 22 each per year estimated

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

A. Work Plan

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

B. Operational and Strategy Meetings

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

C. Technical Materials

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

D. Supplies and Equipment

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

E. Waste Segregation and Packaging

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

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

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

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

F. Segregation of Materials for Reuse

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

G. Unknown Waste Identification

Contractor will test and identify unknown waste and make a determination of hazardous class for subsequent packaging, transportation, and disposal.

H. Recycling, Treatment, and Disposal

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

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

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

I. Waste Manifest

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

J. Waste Removal and Transportation

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

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

L. Reporting Requirements

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

SCHEDULE B

AMOUNT AND METHOD OF PAYMENT

In full consideration of the work to be performed by Contractor and subject to the provisions of paragraph 3A of this agreement, County shall pay Contractor in the manner described below.

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event to County for reimbursement. All services will be invoiced in accordance with the Bid Form "Attachment 1". A copy of all Manifests and Work Authorizations shall be attached to each invoice. Upon approval of invoices, County shall reimburse Contractor for the services provided.

VI. Bid Form

BIDDERS MUST SIGN THIS FORM AND THE INVITATION TO BID COVER SHEET. RETURN THE ENTIRE PACKAGE.

Bids for drum disposal shall include all charges (transportation, disposal, tax, etc.)

Contractors staff required to perform final segregation of waste, inventory of drums and waste, packaging of wastes, preparation of manifest and bills of lading, and quality control as required by the TSDf to meet waste acceptance criteria.

	HOURLY RATE (\$)
CHEMIST	42
TECHNICIAN	23

Contractors staff required to consolidate oil/solvent based paint and solvents.

	HOURLY RATE (\$)
CHEMIST	42
TECHNICIAN	23

Transportation Of Latex Paint from Collection Site To Early American Paint & Varnish at 71595 Curtis St Hayward, California 94545. Average latex paint shipment varies but usually consists of approximately 12 drums.

25,000 GALLONS ESTIMATED ANNUAL QUANTITY
55 Gal. DRUM

per truck load delivery

UNIT COST

240

300 Drums Per Year Oil Base Paint for Fuel Blending (consolidated with Bulkable Flammable Liquids).

Drum Size (Gal/Lbs)	Percent Sludge	Maximum Volume	Packing Method	Management Method	Unit Cost
55	0-10	<u>52</u>	Bulk	Fuel Incineration	<u>90</u>
*55	11-30	<u>52</u>	Bulk	Fuel Incineration	<u>130</u>
*55	31-50	<u>52</u>	Bulk	Fuel Incineration	<u>150</u>
*55	76-100	<u>52</u>	Bulk	Fuel Incineration	<u>170</u>

See note 1

Oil Base Paint for Fuel Blending. (UNKNOWN QUANTITY, NEW PACKING METHOD)

Container Size	Packing Method	Management Method	Unit Cost
Cubic Yard Box	Bulkpack	Fuel Incineration	<u>400</u>
Rolloff Box (15 cubic yards)	Bulkpack	Fuel Incineration	Box <u>6,560</u>

Rental of Roll off Box 6 Cost Per Day 42 Cost Per Week 180 Cost Per Month

10 Drums Per Year Bulk Oil Based Paint/Flammable Liquids containing PCBs for Destructive Incineration.

Drum Size (Gal)	Maximum Volume (Gal)	Packing Method	Management Method	Unit Cost
*55	<u>52</u>	Bulk	Destructive Incineration	<u>480</u>

60 Drums Per Year Aerosols (Corrosives, Flammables, Poisons) Loose Packs for Destructive Incineration.

Container Size (Gal/Lbs)	Packing Method	Management Method	Unit Cost
Cubic Yard Box	Bulkpack	Destructive Incineration	<u>540</u>
*55	Bulkpack	Destructive Incineration	<u>180</u>
30	Bulkpack	Destructive Incineration	<u>135</u>
20	Bulkpack	Destructive Incineration	<u>115</u>
10	Loose pack	Destructive Incineration	<u>90</u>
5	Loose pack	Destructive Incineration	<u>70</u>

14% Flammable Liquids Labpacks for Destructive Incineration.

Drum Size (Gal)	Maximum Weight (Gal)	Packing Method	Management Method	Unit Cost
*55	<u>22</u>	Labpack	Destructive Incineration	<u>180</u>
*30	<u>12</u>	Labpack	Destructive Incineration	<u>135</u>
20	<u>8</u>	Labpack	Destructive Incineration	<u>115</u>
15	<u>6</u>	Labpack	Destructive Incineration	<u>105</u>
10	<u>4</u>	Labpack	Destructive Incineration	<u>90</u>
5	<u>2</u>	Labpack	Destructive Incineration	<u>70</u>

See note 2, 3

25% Flammable Poison/Poisons Liquids Labpacks for Destructive Incineration.

Drum Size (Gal)	Maximum Volume (Gal)	Packing Method	Management Method	Unit Cost
*55	<u>22</u>	Labpack	Destructive Incineration	<u>190</u>
*30	<u>12</u>	Labpack	Destructive Incineration	<u>140</u>
20	<u>8</u>	Labpack	Destructive Incineration	<u>115</u>
15	<u>6</u>	Labpack	Destructive Incineration	<u>105</u>
10	<u>4</u>	Labpack	Destructive Incineration	<u>90</u>
5	<u>2</u>	Labpack	Destructive Incineration	<u>70</u>

See note 2, 3

Percentages are Calculated by Dividing the Number of Drums in Each Category by the Number of Labpacked Drums. Total Number of Drums Labpacked was 122.

14% Hazardous Waste Solid Bulk Packs (Tars, Putties, Spackle, etc.) for Destructive Incineration.

Container Size (Gal/Lbs)	Maximum Weight. (Lbs)	Packing Method	Management Method	Unit Cost
Cubic Yard	1200	Bulkpack	Destructive Incineration	540
*55	275	Labpack	Destructive Incineration	180
*30	150	Labpack	Destructive Incineration	140
20	100	Labpack	Destructive Incineration	110
10	50	Labpack	Destructive Incineration	85
5	25	Labpack	Destructive Incineration	70

See note 2

9% Pentachlor and 2,4,5-T Labpacks for Destructive Incineration.

Drum Size (Gal)	Maximum Volume (Gal)	Packing Method	Management Method	Unit Cost
*55	22	Labpack	Destructive Incineration	190
20	8	Labpack	Destructive Incineration	115
15	6	Labpack	Destructive Incineration	105
10	4	Labpack	Destructive Incineration	90
5	2	Labpack	Destructive Incineration	75

See note 3

24% Hazardous Solids for Destructive Incineration

Container Size (Lbs)	Maximum Weights	Packing Method	Management Method	Unit Cost
Cubic Yard Box	<u>1200</u>	Bulkpack	Destructive Incineration	<u>580</u>
*55	<u>275</u>	Labpack	Destructive Incineration	<u>190</u>
20	<u>100</u>	Labpack	Destructive Incineration	<u>115</u>
15	<u>75</u>	Labpack	Destructive Incineration	<u>105</u>
10	<u>50</u>	Labpack	Destructive Incineration	<u>90</u>
5	<u>25</u>	Labpack	Destructive Incineration	<u>70</u>

See note 2

10% Inorganic Acids and Bases, Liquid Labpacks for Treatment.

Drum Size (Gal)	Maximum Volume (Gal/Lbs)	Packing Method	Management Method	Unit Cost
*55	<u>22/220</u>	Labpack	Neutralization/Treatment	<u>290</u>
*30	<u>12/120</u>	Labpack	Neutralization/Treatment	<u>180</u>
20	<u>8/80</u>	Labpack	Neutralization/Treatment	<u>130</u>
15	<u>6/60</u>	Labpack	Neutralization/Treatment	<u>100</u>
10	<u>4/40</u>	Labpack	Neutralization/Treatment	<u>80</u>
5	<u>2/20</u>	Labpack	Neutralization/Treatment	<u>70</u>

See note 2, 3, 4

0-2% Organic Acids and Bases Labpacks for Destructive Incineration or Treatment.

Drum Size (Gal)	Maximum Weight	Packing Method	Management Method	Unit Cost
*55	<u>22</u>	Labpack	Destructive Incineration	<u>220</u>
*30	<u>12</u>	Labpack	Destructive Incineration	<u>160</u>
20	<u>8</u>	Labpack	Destructive Incineration	<u>120</u>
15	<u>6</u>	Labpack	Destructive Incineration	<u>100</u>

10	<u>4</u>	Labpack	Destructive Incineration	<u>80</u>
5	<u>2</u>	Labpack	Destructive Incineration	<u>70</u>

See note 2, 3

0-2% Oxidizers (Non-hypochlorites) Labpacks for Destructive Incineration or Treatment.

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
15	<u>6/60</u>	Labpack	Destructive Incineration	<u>100</u>
10	<u>4/40</u>	Labpack	Destructive Incineration	<u>80</u>
*5	<u>2/20</u>	Labpack	Destructive Incineration	<u>70</u>

See note 2, 3

0-2% Oxidizers (Heavy Metals) Labpacks for Destructive Incineration or Treatment.

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
10	<u>4/40</u>	Labpack	Treatment/Stabilization and Encapsulation	<u>90</u>
*5	<u>2/20</u>	Labpack	Treatment/Stabilization and Encapsulation	<u>75</u>

0-2% Oxidizers (Hypochlorites) Labpacks for Destructive Incineration or Treatment.

Drum Size (Gal)	Maximum Weight	Packing Method	Management Method	Unit Cost
55	<u>220</u>	Labpack	Reuse or Treatment	<u>310</u>
30	<u>120</u>	Labpack	Reuse or Treatment	<u>200</u>
20	<u>80</u>	Labpack	Reuse or Treatment	<u>150</u>
15	<u>60</u>	Labpack	Reuse or Treatment	<u>120</u>
*10	<u>40</u>	Labpack	Reuse or Treatment	<u>90</u>
*5	<u>20</u>	Labpack	Reuse or Treatment	<u>75</u>

See note 2, 3

0-2% Reactive Labpacks for Destructive Incineration.

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
15	<u>6/60</u>	Labpack	Destructive Incineration	^{2.79} <u>4.65 / lb.</u>
*0	<u>4/40</u>	Labpack	Destructive Incineration	^{1.85} <u>4.65 / lb.</u>
*5	<u>2/20</u>	Labpack	Destructive Incineration	⁹³ <u>4.65 / lb.</u>

See note 3

0-1% Small PCB Capacitors for Destructive Incineration.

Drum Size (Gal)	Maximum Weight (Lbs)	Packing Method	Management Method	Unit Cost
Varies	NA	Bulk Pack	Destructive Incineration	<u>1.85 lb.</u>

0-1% PCB Labpacks

Drum Size (Gal)	Maximum Volume (Gal)	Packing Method	Management Method	Unit Cost
55	<u>22</u>	Labpack	Destructive Incineration	<u>590</u>
30	<u>12</u>	Labpack	Destructive Incineration	<u>450</u>
20	<u>8</u>	Labpack	Destructive Incineration	<u>300</u>
*10	<u>4</u>	Labpack	Destructive Incineration	<u>150</u>
5	<u>2</u>	Labpack	Destructive Incineration	<u>100</u>

0-2% Mercury and Lead Arsenate for Stabilization and Encapsulation.

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
55	<u>22/275</u>	Labpack	Stabilization and Encapsulation	<u>175</u>
30	<u>12/150</u>	Labpack	Stabilization and Encapsulation	<u>130</u>
20	<u>8/100</u>	Labpack	Stabilization and Encapsulation	<u>100</u>
*10	<u>4/50</u>	Labpack	Stabilization and Encapsulation	<u>85</u>
*5	<u>2/25</u>	Labpack	Stabilization and Encapsulation	<u>65</u>

See note 2, 3

0-1% Metallic Mercury Wastes for Retort and Recycling.

Drum Size (Gal)	Maximum Volume (Gal)	Packing Method	Management Method	Unit Cost
55	<u>22</u>	Labpack	Recycling	<u>1500</u>
30	<u>12</u>	Labpack	Recycling	<u>1200</u>
20	<u>8</u>	Labpack	Recycling	<u>875</u>
10	<u>4</u>	Labpack	Recycling	<u>450</u>
*5	<u>2</u>	Labpack	Recycling	<u>250</u>

See note 2, 3

0-1% Household Batteries for Recycling.

Drum Size (Gal)	Maximum Weight (Lbs)	Packing Method	Management Method	Unit Cost
55	<u> </u>	Bulkpack (mixed)	Recycling	<u>0.90 / lb.</u>
55	<u> </u>	Bulkpack (segregated)	Recycling	<u>0.70 / lb.</u>
30	<u> </u>	Bulkpack (mixed)	Recycling	<u>0.90 / lb.</u>
30	<u> </u>	Bulkpack (segregated)	Recycling	<u>0.70 / lb.</u>

0-2% Unknowns

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
*5	<u> </u>	Labpack	Destructive Incineration	<u> </u> / <u> </u>

See note 5

0-0% Railroad Ties and Pressure Treated Lumber

Drum Size (Gal)	Maximum Volume/Weight (Gal/Lbs)	Packing Method	Management Method	Unit Cost
Rolloff Box (15 cubic yards)			Class 2 Landfill	Box <u>830</u>

Rental of Roll off Box 6 Cost Per Day 42 Cost Per Week 180 Cost Per Month

Additional Pricing

5 gallon pail	<u>5 / each</u>	
16 gallon pail	<u>14 / each</u>	
30 gallon pail	<u>22 / each</u>	
55 gallon drum (open head)	<u>25 / each</u>	
vermiculite	<u>0.76 / lb</u>	(13.00/4 ft ³ bag which weighs 17 lbs.)
cubic yard box	<u>58 / each</u>	

Alternate Treatment Method - Destructive Incineration**Notes**

- 1 An alternative pricing of \$140/drum is proposed for bulked oil base paint based on typical sludge quantities historically received from HHW program
- 2 Denotes this waste stream is eligible for bulk pack, no inventory required
- 3 Maximum gallon volume per labpack are per DOT labpack guidelines and is actual liquid volumes, not container size
- 4 Eligible for incineration at lower rate as quoted for organic acids
- 5 Unknowns have to undergo a Hazardous Characterization Scan in order to determine Proper DOT Classification. Once classified, they can be packed with the appropriate waste stream. Haz Scan testing can be performed by MSE staff at the proposed rates, or County staff can be trained.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Teris, LLC dba MSE Environmental
Contact Person: Frank W. Doerfler, Jr.
Address: 880 West Verdulera Street
Camarillo, CA 93010
Phone Number: (805) 987-0217
Fax Number: (805) 987-8718

II Employees

Does the Contractor have any employees? [X] Yes [] No

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

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

III Equal Benefits Compliance (Check one)

- [] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.9.3, to its employees with spouses and its employees with domestic partners.
[X] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

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

Executed this 28th day of January, 2002 at Camarillo, California (City)
Signature: Frank W. Doerfler, Jr.
Title: President
Contractor Tax Identification Number: 94-3401916

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-000678285-00

PRODUCER
MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

100694-RHODI-GAW-7/01- GAWP MSE

COMPANY
A LIBERTY MUTUAL INSURANCE COMPANY

INSURED
TERIS, LLC
D/B/A MSE ENVIRONMENTAL
ATTN: NAOMI SMITH
880 W. VERDULERA STREET
CAMARILLO, CA 93010

COMPANY
B N/A

COMPANY
C AMERICAN INTERNATIONAL SPECIALTY LINES

COMPANY
D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RG1-631-004-222-041	01/01/02	01/01/03	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 2,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS1-631-004-222-031	01/01/02	01/01/03	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA1-63D-004-222-011 (AOS)	01/01/02	01/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 5,000,000
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1-631-004-222-021 (ID, MT, OR, WI)	01/01/02	01/01/03	EL DISEASE-POLICY LIMIT \$ 5,000,000 EL DISEASE-EACH EMPLOYEE \$ 5,000,000
C	POLLUTION LEGAL LIABILITY	PLL 195 21 33	07/25/01	07/25/02	\$25,000,000 EACH OCCURRENCE
C	CONTRACTORS POLLUTION & PROFESSIONAL LIABILITY	COPS 195 21 32	07/25/01	07/25/02	\$25,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)
THE COUNTY AND ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL INSURED FOR GENERAL AND AUTOMOBILE LIABILITY. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
455 COUNTY CENTER
REDWOOD CITY, CA 94063-1663

CANCELLATION

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

MARSH USA INC.

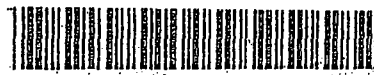
BY: Martin J Samchalk

Martin J. Samchalk

MM1(9/99)

VALID AS OF: 02/14/02

REPORT OF INDEPENDENT CONTRACTOR(S)



See detailed instructions on reverse side. Please type or print.

05420700

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME	MI	LAST NAME
THERIS		MISE ENVIRONMENTAL
SOCIAL SECURITY NO.	STREET NO.	STREET NAME
	880	W. VERDULERA STREET
CITY	STATE	ZIP
CAMARILLO	CA	93010
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE
MMDDYY	1143000.00	MMDDYY
04-01-02		03-30-05
		CHECK HERE IF CONTRACT IS ONGOING
		<input type="checkbox"/>

FIRST NAME	MI	LAST NAME
SOCIAL SECURITY NO.	STREET NO.	STREET NAME
CITY	STATE	ZIP
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE
MMDDYY		MMDDYY
		CHECK HERE IF CONTRACT IS ONGOING
		<input type="checkbox"/>

FIRST NAME	MI	LAST NAME
SOCIAL SECURITY NO.	STREET NO.	STREET NAME
CITY	STATE	ZIP
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE
MMDDYY		MMDDYY
		CHECK HERE IF CONTRACT IS ONGOING
		<input type="checkbox"/>