

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
21ST CENTURY ENVIRONMENTAL MANAGEMENT OF CALIFORNIA LP (PSC)**

THIS AGREEMENT, entered into this _____ day of _____, 2009,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
21ST CENTURY ENVIRONMENTAL MANAGEMENT OF CALIFORNIA LP (PSC),
hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the
purpose of performing the professional services herein after described for the Health
System, Environmental Health Services Division.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by
reference herein:

Exhibit A—Services
Exhibit B—Payments and rates
Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions and specifications set forth herein and in Exhibit "A," County shall make
payment to Contractor based on the rates and in the manner specified in Exhibit "B."

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2009 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health

Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General 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 ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Environmental Health
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403
Attn: Elizabeth Rouan
Household Hazardous Waste Program Coordinator

In the case of Contractor, to:

21ST Century Environmental Management of California (PSC)
535 Getty Court, Suite H
Benicia, CA 94510
Attn: Marc Winkler, Program Manager

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

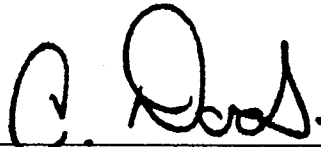
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

21ST CENTURY ENVIRONMENTAL MANAGEMENT OF CALIFORNIA LP (PSC)



Contractor's Signature

Date: 4/17/09

Exhibit "A"

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

I. SERVICES TO BE PERFORMED BY CONTRACTOR

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

- B. Services shall be performed at the County permanent facility, satellite facilities and temporary event locations, as well as at the County Reuse Warehouse and may also be performed at various Recycle-Only/Universal Waste Drop-offs. This is an estimate only and the County is not obligated to any specific quantity of collections, events and/or waste pick ups or labor needs. The County reserves the right to add or delete collections and/or pick ups without penalty.
 - 1. Permanent Facility is located at 32 Tower Road, San Mateo, CA.

Weekly collections and waste pick-ups with labor, equipment, and supplies as needed.

 - 2. Satellite Facilities are located at Half Moon Bay, Pacifica, San Bruno, San Carlos, South San Francisco.

Monthly to quarterly (or as needed) waste pick ups estimated with labor, equipment, and supplies as needed.

 - 3. Temporary Events: Menlo Park, Redwood City, La Honda, Portola Valley, Daly City

Quarterly to annually, approximately 12 to 15 each per year, estimated include lab pack, loose pack and bulked pickup, with labor, equipment, and supplies as needed.

 - 4. Reuse Warehouse is located at 310 Pine Street, Redwood City, CA.

Monthly (or as needed) tasks and/or Reuse-related work with labor, equipment ,and supplies as needed.

5. Recycle-Only/Universal Waste Drop-offs, variable locations throughout County

Weekly to Monthly (or as needed) waste pick-ups with transportation to Reuse Warehouse with labor, equipment, and supplies as needed.

- C. Operational and Strategy Meetings - Contractor will attend operational and strategy meetings and participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting coordinated by Program Coordinator.
- D. Work Plan – The Contractor shall submit a work plan and procedures for identifying, categorizing, packaging, labeling, manifesting, consolidating oil/solvent base paint and solvents, transporting, treating, recycling, and disposing of hazardous wastes collected by the County from households.
- E. Technical Materials - Contractor will provide waste profiles and any other necessary paper-work for necessary permits and variances and Transfer Storage Disposal Facility acceptance.
- F. Conditionally Exempt Small Quantity Generator (CESQG) Appointments - The Contractor will staff a toll-free telephone line to provide information on the County's CESQG Program, and to schedule appointments for qualified CESQG's to drop off waste at the permanent facility at 32 Tower Road in San Mateo on dates and times specified by the County. This will include local jurisdictional abandoned wastes, and u-waste Take-Back Partners.
- G. Equipment and Supplies - Contractor will provide all necessary equipment for temporary collections, including but not limited to spill kits/emergency response supplies, tents, signs, portable fencing, waste containers, vermiculite, absorbent, etc., as needed to operate the collection event safely.
- H. Labor – Contractor will be responsible for providing staff to set up and tear down site, direct traffic, check for County residency, hand out and collect surveys, distribute informational and educational materials, unload cars, screen wastes, deliver wastes to appropriate sorting areas, and consolidate latex paint and motor oil. Contractor will be responsible for providing staff to consolidate solvent-based paint and flammable liquids.

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

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

Contractor will at the request of the County perform the following:

1. Segregate wastes according to the hierarchy of reuse, recycle, incinerate and finally landfill.
 2. Segregate waste into compatible categories for lab packing, in accordance with federal and state regulations.
 3. Complete waste inventories and drum inventories and provide Quality Assurance/ Quality Control coordination to ensure acceptance of the waste by the recycling and treatment of disposal sites.
 4. Contractor will have available additional technicians for the consolidation of oil/solvent base paint and solvents as required.
 5. Contractor will not be responsible for collecting, consolidating, and/or making arrangements for recycling of used oil, antifreeze, or lead acid batteries. Contractor will accept such items at the request of the County if such items are considered non-recyclable or pose a hazard (e.g., a leaking battery or contaminated paint).
- J. Waste Manifest - Hazardous waste manifests will be prepared by the Contractor. County will not be responsible for payment of additional costs as a result of manifest errors.
- K. Waste Removal and Transportation - Contractor will load wastes into a truck for transportation to a permitted disposal/incineration site or County location at the County's request. Immediately following the termination of receiving and processing wastes at the collections, the collection sites will be completely cleared of waste, equipment, vehicles, and personnel by the time specified by and at the discretion of County.

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

- L. 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. The County prefers to reuse or recycle as much material as possible.

Contractor will arrange and provide for the ultimate disposition of the wastes. 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.

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

- M. 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., lab pack vs. bulk), and where the waste was treated or disposed. By July 31st of each contract year, the Contractor will submit to the County 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.

N Training

Contractor will provide the following training as requested by the County:

40-hour OSHA HAZWOPER
8-hour refresher
First Aid/CPR

O. Liquidated Damages

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

DAMAGE INCIDENT

PENALTY

Contract staff no-show

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

| | |
|---|---|
| Contract staff more than one hour late. | Labor credit at twice the number of hours difference between the schedule start time and the actual arrival time. Two (2) hours credit per late person (1) hour late. |
| Contract staff arrives unprepared for work (to include, but not limited to, no steel-toed boots and / or long pants, not clean shaven). | Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time |
| The program finds a Technician lacking proficiency in Technician duties. | The assigned Technician will be paid at a rate of 80% of the Technician hourly rate or shall be replaced, as determined by Program staff |
| Unsatisfactory performance | Four (4) hours labor credit per unsatisfactory performer. |

- P. Contractor shall submit a copy of the firm's Contingency Plan and Safety program which includes safety policies and procedures.
- Q. Contractor shall be a current certified hazardous waste hauler in each jurisdiction of activity. Copies of State certifications shall be included with the Invitation to Bid.
- R. Contractor shall provide 40-yard roll off bins for latex paint recycling. One 40-yard roll off bin is equivalent to 64 55-gallon drums and will be priced according to Attachment B.

II. SERVICES TO BE PERFORMED BY COUNTY

- A. Information and Appointments - The County will staff a telephone line and web site to provide information on HHW, and to schedule appointments for dropping off HHW at the various collection sites.
- B. Source Reduction - The County will develop and disseminate materials and information on alternatives to toxic products through programs it will implement throughout the County.
- C. Collection Program Publicity - The County will develop and disseminate educational material, including but not limited to press releases, garbage bill inserts, and flyers publicizing this program.

- D. Site Selection - County will select the collection sites throughout the County in accordance with applicable regulations and in coordination with guidelines jointly established by the County and Contractor. County will have the final authority to approve each site.
- E. State Permits - Following site selection the County will prepare and submit the required notifications or permit variance applications and obtain an extremely hazardous waste permit from the California EPA.
- F. EPA ID Numbers - County will obtain all EPA identification numbers.
- G. Operations/Contingency Plan - County will develop an Operations Plan, including a Contingency Plan. County will work in close coordination with the contractor to ensure that hazardous waste collection activities are provided in a safe manner, meeting all local, state and federal regulatory requirements. County will supply a copy of the Operations/Contingency Plan for all locations at all events.
- H. Local Permits - Depending on the sites selected local permits may be necessary. The County will have responsibility for obtaining local permits.
- I. Agency Notification and Emergency Response - County will notify local agencies, such as fire and police departments, of the collection programs.
- J. Participant Survey - County may conduct a survey of program participants.
- K. Event Staffing - County will be responsible for providing staff to direct traffic, check for County residency, hand out and collect surveys, distribute informational and educational materials, unload cars, screen wastes, deliver wastes to appropriate sorting areas, and consolidate latex paint and motor oil.
- L. Arrangements for Recycling - County staff will make arrangements for the recycling of latex paint, used oil, antifreeze, automotive batteries, photographic waste, and propane tanks. The contractor is required to recycle as much of the waste collected as possible.
- M. Equipment - County will provide the all necessary equipment for permanent and satellite collections, including but not limited to spill kits/emergency response supplies, tents, signs, portable fencing, drums, yard boxes and other waste containers, vermiculite, absorbent, etc., as needed to operate the collection event safely. County will provide the personal protective clothing for its employees.
- N. Non-hazardous Waste - County will provide debris boxes for non-hazardous waste.

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

Exhibit "B"

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

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event within thirty days to County for reimbursement. All services will be invoiced in accordance with "Attachment A" through "Attachment G". A copy of all Manifests and Work Authorizations shall be attached to each invoice. Invoices will be approved by the Household Hazardous Waste Program Supervisor and paid within thirty (30) days of receipt.

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

ATTACHMENT A

LABOR DETAIL

| Personnel Type | Cost/Mile | Travel Time | \$ per Hour @ Straight Time | \$ per Hour @ Overtime |
|--------------------|-----------|-------------|--------------------------------|---------------------------|
| Site Supervisor | | 2 Hours | \$38.00 | \$40.00 |
| Chemist/Specialist | | 2 Hours | \$38.00 | \$40.00 |
| Technician | | 2 Hours | \$32.00 | \$40.00 |
| Other (Driver) | | | | |

CESQG Administration

| Personnel Type | Activity | \$ per Hour @ Straight Time | \$ per Hour @ Overtime |
|----------------|--|--------------------------------|---------------------------|
| Administration | schedule & quote cesqg appointments | \$25/appt. | n/a |
| | | | |
| | | | |
| | | | |

ATTACHMENT B

DISPOSAL PRICING MATRIX

** Average weight of container including waste and all packaging material

| Waste Category | Waste Profile(s) Required | Waste Management Method(s) | Waste Container Management Method(s) | Waste Packaging Method(s) | Yard Box | Average Weight** | 55 Drum | Average Weight | 30 Drum | Average Weight | 5 Drum | Average Weight | Other | Average Weight | Cost Per Pound | Weight Overage Cost per Pound |
|----------------------|--|----------------------------|--------------------------------------|---------------------------|----------|------------------|----------|----------------|---------|----------------|---------|----------------|-------|----------------|----------------|-------------------------------|
| Flammable and Poison | Flammable Solid/Liquid | INC | INC | LP | N/A | N/A | \$200.00 | 200lbs | \$165.0 | 150lbs | \$80.00 | 50lbs | N/A | N/A | N/A | N/A |
| | Bulked Flammable Liquid (0 - 10% sludge) | FB | REC | BULK | N/A | N/A | \$97.00 | 450lbs | \$75.00 | 300lbs | \$35.00 | 50lbs | N/A | N/A | N/A | N/A |
| | Bulked Flammable Liquid (11 - 30% sludge) | FB | REC | BULK | N/A | N/A | \$99.00 | 450lbs | \$75.00 | 300lbs | \$35.00 | 50lbs | N/A | N/A | N/A | N/A |
| | Bulked Flammable Liquid (31 - 50% sludge) | FB | REC | BULK | N/A | N/A | \$125.00 | 550lbs | \$95.00 | 400lbs | \$45.00 | 65lbs | N/A | N/A | N/A | N/A |
| | Bulked Flammable Liquid - Paint Related Material | FB | REC | BULK | N/A | N/A | \$125.00 | 550lbs | \$95.00 | 400lbs | \$45.00 | 65lbs | N/A | N/A | N/A | N/A |
| | Oil-Based Paint related | FB | REC | LO | \$400.00 | 700lbs | \$135.00 | 200lbs | \$105.0 | 150lbs | \$45.00 | 50lbs | N/A | N/A | N/A | N/A |
| | Cyanide | INC | INC | LP | N/A | N/A | \$425.00 | 200lbs | \$350.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A | N/A |
| | Poison (non-aerosols) | INC | INC | LP | \$580.00 | 650lbs | \$190.00 | 200lbs | \$155.0 | 150lbs | \$80.00 | 50lbs | N/A | N/A | N/A | N/A |
| | Water Reactives | INC | INC | LP | N/A | N/A | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A | N/A |
| | Reactive and Explosive | INC | INC | LP | N/A | N/A | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A | N/A |

ATTACHMENT B

| | | | | | | | | | | | | | | | | | |
|----------------|--------------------------------------|--|--|-----|-----|------|-----|-----|------------|--------|---------|--------|---------|--------|-----|-----|-----|
| Acid | Inorganic Acid | | | TR | REC | LP | N/A | N/A | \$180.00 | 200lbs | \$135.0 | 150lbs | \$75.00 | 50lbs | N/A | N/A | N/A |
| | Organic Acid | | | TR | REC | LP | | | \$180.00 | 200lbs | \$135.0 | 150lbs | \$75.00 | 50lbs | | | |
| Base | Inorganic Base | | | TR | REC | LP | N/A | N/A | \$180.00 | 200lbs | \$135.0 | 150lbs | \$75.00 | 50lbs | N/A | N/A | N/A |
| | Organic Base | | | TR | REC | LP | N/A | N/A | \$180.00 | 200lbs | \$135.0 | 150lbs | \$75.00 | 50lbs | N/A | N/A | N/A |
| Oxidizers | Neutral Oxidizers | | | TR | REC | LP | N/A | N/A | \$345.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| | Organic Peroxides | | | INC | REC | LP | N/A | N/A | \$300.00 | 200lbs | \$225.0 | 150lbs | \$75.00 | 50lbs | N/A | N/A | N/A |
| | Oxidizing Acid | | | TR | REC | LP | N/A | N/A | \$345.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| | Oxidizing Base | | | TR | REC | LP | N/A | N/A | \$345.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| PCB-Containing | PCB - containing paint | | | INC | INC | BULK | N/A | N/A | \$750.00 | 650lbs | \$500.0 | 500lbs | \$200.0 | 100lbs | N/A | N/A | N/A |
| | Other PCB waste | | | INC | INC | LO | N/A | N/A | \$750.00 | 650lbs | \$500.0 | 400lbs | \$200.0 | 100lbs | N/A | N/A | N/A |
| | PCB Ballasts | | | INC | INC | LO | N/A | N/A | \$1,500.00 | 800lbs | \$1000 | 600lbs | \$325.0 | 100lbs | N/A | N/A | N/A |
| Reclaimable | Antifreeze | | | REC | REC | BULK | N/A | N/A | \$100.00 | 400lbs | \$75.00 | 275lbs | \$40.00 | 50lbs | N/A | N/A | N/A |
| | Auto-type batteries (motor vehicles) | | | REC | REC | | N/A | N/A | | | | | | | N/A | N/A | N/A |

ATTACHMENT B

| | | | | | | | | | | | | | | | |
|-----------|--|-----|-----|--------|----------|--------|-----------|--------|---------|--------|---------|--------|-------|-----|-----|
| | Other batteries (Alkaline) | REC | REC | LO | N/A | N/A | \$.90/lb | \$.90 | 425lbs | \$.90 | 125lbs | N/A | N/A | N/A | N/A |
| | Lithium Batteries | REC | REC | LO | N/A | N/A | \$150.00 | 800lbs | \$125.0 | 425lbs | \$90.00 | 125lbs | N/A | N/A | N/A |
| Labpacks | | INC | | LP | N/A | N/A | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| | Non-Reactive | INC | INC | LP | N/A | N/A | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| | Reactive | | INC | | | | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |
| Other HHW | Propane tanks (Camping Stove) | REC | REC | LO | \$575.00 | 450lbs | \$175.00 | 150lbs | \$100.0 | 100lbs | \$45.00 | 40lbs | N/A | N/A | N/A |
| | Propane Tanks (BBQ Type) | REC | REC | PALLET | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 40lbs | N/A | N/A |
| | Railroad Ties/Treated Wood | LF | LF | LO | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| | Aerosols, corrosive, flammable, poison (non-universal waste) | INC | INC | LO | \$575.00 | 450lbs | \$200.00 | 150lbs | \$140.0 | 100lbs | \$60.00 | 30lbs | N/A | N/A | N/A |
| | Other - photographic waste (fixer/developer) | REC | REC | BULK | N/A | N/A | \$225.00 | 450lbs | \$180.0 | 300lbs | \$80.00 | 60lbs | N/A | N/A | N/A |
| | Other - non-hazardous, Class 9/Non-RCRA | INC | INC | LO | N/A | N/A | \$190.00 | 200lbs | \$125.0 | 140lbs | \$90.00 | 50lbs | N/A | N/A | N/A |

ATTACHMENT B

| | | | | | | | | | | | | | | |
|----------------------------|-----|-----|------|-----|-----|----------|--------|---------|--------|---------|-------|-----|-----|-----|
| Empty - Contaminated Drums | REC | REC | EA | N/A | N/A | \$35.00 | 20lbs | \$25.00 | 15lbs | \$25.00 | 10lbs | N/A | N/A | N/A |
| Used Cooking Oil/Grease | FB | REC | BULK | N/A | N/A | \$110.00 | 400lbs | \$90.00 | 300lbs | \$35.00 | 45lbs | N/A | N/A | N/A |
| Unknowns | INC | INC | LP | N/A | N/A | \$425.00 | 200lbs | \$300.0 | 150lbs | \$125.0 | 50lbs | N/A | N/A | N/A |

NOTES:

Container Weight Matrix

| Packaging Type | Size | Empty Container Weight | Absorbent Per Container (pounds) |
|------------------------|--------|------------------------|----------------------------------|
| Yard Box, Fiber | | | 3lbs |
| Yard Box, Plastic | | | 3lbs |
| Drums, Metal | 85 gal | 50lbs | n/a |
| Drums, Metal | 55 gal | 30lbs | 3lbs |
| Drums, Metal | 30 gal | 20lbs | 3lbs |
| Drums, Metal | 20 gal | 17lbs | 2lbs |
| Drums, Metal | 10 gal | 12lbs | 2lbs |
| Drums, Metal | 5 gal | 3lbs | 1lb |
| Drums, Fiber | 85 gal | n/a | n/a |
| Drums, Fiber | 55 gal | 10lbs | 3lbs |
| Drums, Fiber | 30 gal | 8lbs | 3lbs |
| Drums, Fiber | 20 gal | 6lbs | 2lbs |
| Drums, Fiber | 10 gal | 4lbs | 2lbs |
| Drums, Fiber | 5 gal | 1lb | 1lb |
| Drums, Plastic | 85 gal | 30lbs | n/a |
| Drums, Plastic | 55 gal | 10lbs | 3lbs |
| Drums, Plastic | 30 gal | 7lbs | 3lbs |
| Drums, Plastic | 20 gal | 7lbs | 2lbs |
| Drums, Plastic | 10 gal | 5lbs | 2lbs |
| Drums, Plastic | 5 gal | 3lbs | 1lb |
| Absorbent, Vermiculite | | | |
| Absorbent, Oilsorb | | | |

STANDARD EQUIPMENT AND SUPPLIES LIST AND PRICING

| ITEM | UNIT | UNIT COST |
|--|-------|-----------|
| Duct Tape (specify size) | Roll | \$3.50 |
| Duct Tape (specify size) 3 inch | Roll | \$5.00 |
| Spray Adhesive | Ea | \$2.50 |
| 20 x 100 Visqueen (specify thickness) | Ea | \$75.00 |
| 12 x 100 Visqueen (specify thickness) | Ea | \$75.00 |
| Tarps 16 x 20 (specify thickness and material) | Ea | \$32.00 |
| Tarps 20 x 30 (specify thickness and material) | Ea | \$54.00 |
| Tarps 30 x 40 (specify thickness and material) | Ea | \$78.00 |
| Dumpster Liner | Ea | \$60.00 |
| Directional Signs (on-site specify) | Ea | n/c |
| Directional Signs (off-site specify) | Ea | n/c |
| Traffic Cones | Ea | n/c |
| Fluorescent Tube Containers 4' | Ea | \$25.00 |
| Fluorescent Tube Containers 8' | Ea | \$14.00 |
| Cubic Yard UN Boxes | Ea | \$60.00 |
| Cubic Yard Non-Un Boxes | Ea | \$34.00 |
| Cubic Meter Boxes | Ea | \$60.00 |
| Cubic Meter Non-UN Boxes | Ea | n/a |
| 30 Gallon Open Top Drum | Ea | \$25.00 |
| 15 Gallon Open Top Drum (PG 1 Drum) | Ea | \$25.00 |
| 55 Gallon 1A2 Drums | Ea | \$34.00 |
| 5 Gallon 1H2 Drums | Ea | \$15.00 |
| 85 Gallon 1A2 Over pack Drums | Ea | \$130.00 |
| Drum Liners | Ea | \$2.00 |
| 5 Gallon Plastic Bag | Ea | \$2.00 |
| Asbestos Liners | Roll | \$60.00 |
| Vermiculite | Bag | \$15.00 |
| Absorbent (specify type) clay | Ea | \$3.50 |
| Absorbent Pads (assorted) | Bags | \$75.00 |
| D.O.T. labels (assorted) | Rolls | \$30.00 |
| Hazardous Waste Labels | Roll | \$30.00 |
| Packing List W/Envelope | Ea | n/c |
| Tyvek (various sizes) | Box | \$78.00 |
| Safety Glasses | Ea | n/c |
| Face Shields | Ea | n/c |
| Respirator (1/2 face) | Ea | \$15.00 |
| Respirator Cartridges | Ea | \$3.00 |
| Leather Gloves | Ea | \$8.00 |
| Chemical Resistant Gloves | Pr | \$12.00 |
| Cotton Glove Liners | Pr | \$3.00 |
| Labpack Gloves (specify) | Box | \$15.00 |
| Aprons | Ea | n/c |

ATTACHMENT D

| | | |
|--|----------------|-----------------|
| Boot Covers | Pr | n/c |
| PH Paper | Box | \$18.00 |
| Stretch Wrap (specify Size) | Roll | \$8.00 |
| Pallets | Ea | \$6.00 |
| Oxidizer Paper | Tubes | \$4.00 |
| Drum Markers | Box | \$8.00 |
| Drum Dolly | Ea | n/c |
| Unloading Carts | Ea | n/c |
| Bung Wrench | Ea | n/c |
| Speed Wrench | EA | n/c |
| Socket Wrench | Ea | n/c |
| Paint Tools (spatula, can openers) | Ea | n/c |
| Chicken Wire | Ea | n/c |
| Paint Bulking Trees | Ea | n/c |
| Equipment Truck (specify size/driver) | Ea | \$250.00 |
| Equipment Truck (specify size/driver) | Ea | n/a |
| Equipment Truck (specify size/driver) | Ea | n/a |
| Forklift (includes delivery) | 1 Day | \$250.00 |
| Sorting Tables (specify) | Ea | n/c |
| Portable Scale | Ea | \$25.00 |
| Security Guard | Per Hr | \$15.00 |
| Canopy tent (specify size) | Per Day | n/c |
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CESQG PRICING

| Waste Category | Management Method | Packaging Type | Cost Per Gallon | Cost Per Pound |
|---|-------------------|----------------|-----------------|----------------|
| Flammable Solids | Incineration | Lab Pack | | \$3.00 |
| Flammable Liquids | Fuel Blend | Loose Pack | \$5.00 | |
| Bulked Flammable Liquids | Fuel Blend | Bulk | \$3.00 | |
| Oil-Based Paint & Related | Fuel Blend | Loose Pack | \$5.00 | |
| Poison Solids | Incineration | Lab Pack | \$5.00 | |
| Poison Liquids | Incineration | Lab Pack | \$8.00 | \$2.50 |
| Reactives | Incineration | Lab Pack | \$22.00 | |
| Inorganic Acid | Treatment | Lab Pack | \$6.00 | \$6.00 |
| Organic Acid | Treatment | Lab Pack | \$6.00 | \$2.00 |
| Inorganic Base | Treatment | Lab Pack | \$6.00 | \$2.00 |
| Organic Base | Treatment | Lab Pack | \$6.00 | \$2.00 |
| Neutral Oxidizer | Treatment | Lab Pack | \$10.00 | \$2.00 |
| Organic Peroxide | Incineration | Lab Pack | \$8.00 | \$6.00 |
| Oxidizing Acid | Treatment | Lab Pack | \$8.00 | \$5.00 |
| Oxidizing base | Treatment | Lab Pack | \$8.00 | \$5.00 |
| PCB Containing Paint | Incineration | Bulk | \$15.00 | |
| Other PCB Waste | Incineration | Loose Pack | | \$3.00 |
| Corrosive Aerosols | Incineration | Loose Pack | | \$3.00 |
| Flammable Aerosols | Fuel Blend | Loose Pack | | \$3.00 |
| Antifreeze | Recycle | Bulk | \$1.40 | |
| Lead Acid Battery | Recycle | Loose Pack | n/c | n/c |
| Fluorescent Light Bulbs (Linear Foot) | Recycle | Loose Pack | | \$1.14 |
| Compact/Fluorescent Light Bulbs (piece or unit) | Recycle | Loose Pack | | \$3.00 |
| Latex Paint (Recyclable) | Recycle | Bulk | \$4.00 | |
| Latex Paint (Non recyclable) | Landfill | Bulk | \$2.00 | |
| Motor Oil | Recycle | Bulk | \$1.25 | |
| Oil Filters | Recycle | Loose Pack | | \$1.25 |
| Mercury | Recycle | Lab Pack | | \$12.00 |
| Mercury (Thermostats) | Recycle | Lab Pack | | \$12.00 |
| Household Batteries (Recyclable) | Recycle | Loose Pack | | \$0.90 |
| Household Batteries (Non recyclable) | Landfill | Loose Pack | | \$0.90 |
| Class 9 Non-RCRA Solids | Incineration | Lab Pack | | \$2.50 |
| Class 9 Non-RCRA Liquids | Incineration | Lab Pack | \$8.00 | |
| Asbestos | Landfill | Loose Pack | | \$1.50 |
| Propane Cylinders | Recycle | Loose Pack | | \$15.00/ea |
| Ballasts | Incineration | Loose Pack | | \$3.00 |
| Other | | | | |

Management Method – RC=Recycle, FB = Fuels Blending, DI = Destructive Incineration

Packaging Type – BU= Bulk, LP= Loose Pack, PA= Palletize, YD= Yard Box/Tub skid

ATTACHMENT F

WASTE DESTINATION FACILITIES

| Waste | Waste Category | WMM* | HM** | Primary TSDF | Secondary TSDF | FINAL TSDF |
|--------------------|------------------------------|------|------|--------------|----------------|--|
| Flammable & Poison | Flammable Solids | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Flammable Liquids | FB | LO | PSC | | Lone Star Industries/Systech/Ash Grove Cement |
| | Bulked Flammable Liquids | FB | BULK | Systech | | Systech |
| | Oil-base Paint & Related | FB | BULK | Systech | | Systech |
| | Poison Solids | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Poison Liquids | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Reactives | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Inorganic Acid | TR | LP | PSC | | PSC |
| Acid | Organic Acid | TR | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Inorganic Base | TR | LP | PSC | | PSC |
| Base | Organic Base | TR | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Neutral Oxidizer | TR | LP | PSC | | PSC |
| Oxidizer | Organic Peroxide | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Oxidizing Acid | INC | LP | PSC | | Clean Harbors (Aragonite)/WTTI/Ross Incinerators |
| | Oxidizing Base | TR | LP | PSC | | PSC |
| | Ammonium Nitrate Fertilizers | TR | LP | PSC | | PSC |
| PCB-containing | PCB Containing Paint | INC | BULK | PSC | | Veolia |

ATTACHMENT F

| | | | | | | |
|----------|----------------------------------|-------------|-------------|----------------------|-----------------------|-------------------------|
| Aerosols | Other PCB Waste | INC | LO | PSC | | Veolia |
| | Corrosive Aerosols | INC | LO | PSC | | Giant Recycling/Rineco |
| | Flammable Aerosols | FB | LO | PSC | | Giant Recycling/Rineco |
| | Poison Aerosols | INC | LO | PSC | | Giant Recycling/Rineco |
| Non-RCRA | Antifreeze | REC | BULK | Evergreen | | Evergreen |
| | Latex Paint Recyclable | REC | BULK | Visions Paint/Amazon | | Visions Paint/Amazon |
| | Latex Paint Non-Recyclable | LF | BULK | PSC | | IWM |
| | Lead Acid Batteries | REC | LO | Exide Batteries | | Exhide Batteries |
| | Motor Oil | REC | BULK | Evergreen | | Evergreen |
| | Oil Filters | REC | LO | Evergreen | | Evergreen |
| | Waste Category | WMM* | HM** | Primary TSDF | Secondary TSDF | FINAL TSDF |
| | Mercury | REC | LP | PSC | | Mercury Waste Solutions |
| | Mercury Containing Devices | REC | LP | PSC | | Mercury Waste Solutions |
| | Fluorescent Light Tubes (intact) | REC | LO | AERC | | AERC |
| | Fluorescent Light Tubes (broken) | REC | LO | AERC | | AERC |
| | Compact Fluorescent Lights | REC | LO | AERC | | AERC |
| | Household Batteries Alkaline | REC | LO | AERC | | AERC |
| | HH Batteries Lead Acid | REC | LO | BMI | | BMI-Xstrat Mining |
| | HH Batteries NI-CAD | REC | LO | BMI | | BMI-Xstrat Mining |
| | HH Batteries Mercury | REC | LO | BMI | | BMI-Xstrat Mining |
| | HH batteries Lithium | REC | LO | BMI | | BMI-Xstrat Mining |
| | Electronic Ballasts | REC | LO | PSC | | Veolia |
| | Medical Sharps | INC | LO | Stericycle | | Stericycle |
| | Pharmaceutical Waste | INC | LO | Stericycle | | Stericycle |

ATTACHMENT F

| | | | | | |
|--|---------------------------|-----|----|-------|---|
| | Class 9 Non-RCRA Solids | INC | LP | PSC | Clean Harbors (Aragonite)/WTI/Ross Incinerators |
| | Class 9 Non- RCRA Liquids | INC | LP | PSC | Clean Harbors (Aragonite)/WTI/Ross Incinerators |
| | Asbestos | LF | LO | PSC | IWM/US Ecology |
| | Treated Wood | LF | LO | PSC | IWM/US Ecology |
| | Propane Cylinders | REC | LO | Kamps | Kamps |
| | Helium tanks | REC | LO | PSC | SET Env |
| | Oxygen tanks | REC | LO | PSC | SET Env |
| | Empty Drums | REC | EA | PSC | Myers Container |

ATTACHMENT G

**CONTRACTOR WILL PROVIDE THE FOLLOWING TRAININGS
AS REQUESTED BY COUNTY:**

40-hour OSHA HAZWOPER - \$100 per person
8-hour refresher – No Charge
First Aid/CPR – No Charge