

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.**

This Agreement is entered into this ____ day of _____, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and STERICYCLE ENVIRONMENTAL SOLUTIONS, INC., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing household hazardous waste management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment A—CESQG Pricing
- Attachment B—Standard Equipment and Supplies List and Pricing
- Attachment C—Labor Detail
- Attachment D—Disposal Pricing Matrix
- Attachment E—Container Weights Matrix
- Attachment F—Waste Destination Facilities
- Attachment G—Disposal Site Qualifications
- Attachment H—Training
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of the Health System of County or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is 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 Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of 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:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| <input checked="" type="checkbox"/> Motor Vehicle Liability Insurance... | \$1,000,000 |
| <input checked="" type="checkbox"/> 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if County or its officers, agents, employees, and servants 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, 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 and payment pursuant to this Agreement.

12. Compliance With 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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), 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 disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by County.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-Discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received

for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that the requirements of Chapter 2.85 will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

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

In the case of County, to:

Name/Title: Elizabeth Rouan, Household Hazardous Waste Program Coordinator
Address: San Mateo County Environmental Health

2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Telephone: (650) 655-6202
Facsimile: (650) 525-9418
Email: erouan@smcgov.org

In the case of Contractor, to:

Name/Title: Leslie Fischer, HHW Account Manager
Address: Stericycle Environmental Solutions, Inc.
1185 White Rock Road
Rancho Cordova, CA 95742

Telephone: (925) 350-1559
Facsimile: (916) 351-1707
Email: Leslie.Fischer@stericycle.com

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

By: Melinda Roth
Contractor's Signature

Date: 5/15/15

(April 1, 2015 CCC issued contract template version)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. SERVICES TO BE PERFORMED BY CONTRACTOR

- A. **Compliance** – All services performed by Contractor must be in full compliance with all applicable Federal, State, and local laws, rules, regulations and orders, including, but not limited to the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the Department of Transportation (DOT), the State Department of Toxic Substance Control (DTSC) and the California Highway Patrol (CHP).
- B. **Operational and Strategy Meetings** – Contractor shall 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.
- C. **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, recycling, and disposing of hazardous wastes collected by County from households.
- D. **Collection Sites** - Services shall be performed at County permanent facility, satellite facilities and temporary event locations, and at County Reuse Warehouse.
 - 1. Permanent HHW Collection Facility, 32 Tower Road, San Mateo, CA.

Weekly collections and waste pick-ups with labor, equipment, and supplies as needed.
 - 2. Satellite Facilities are located in Pacifica, South San Francisco.

Monthly to quarterly (or as needed) collections and waste pick-ups with labor, equipment, and supplies as needed.
 - 3. Temporary Events located in Menlo Park, Redwood City, Half Moon Bay, La Honda, Portola Valley, Daly City, and other cities to be determined.

Quarterly to annually, a minimum of 4 to a maximum of 15 total per year, include lab pack, loose pack and bulked pick-up, with labor, equipment, and supplies, as needed.
 - 4. Reuse Warehouse located at 310 Pine Street, Redwood City, CA.

As scheduled, tasks and/or Reuse-related work with labor, equipment, and supplies, as needed.

- E. Conditionally Exempt Small Quantity Generator (CESQG) Appointments - Contractor shall staff a toll-free telephone line and email address to provide information to qualifying San Mateo County businesses on County's CESQG Program. Contractor shall return all calls and emails within 24 hours. Contractor shall schedule appointments for qualified CESQG's to drop off waste at the Permanent HHW Facility at 32 Tower Road in San Mateo on dates and times specified by County.

This CESQG service will include collection of Universal Waste from County's Retail Take-Back Partners, as well as abandoned waste from local jurisdictions.

Disposal rates and fees charged to the CESQG are included in Quotation Form for CESQG Pricing, Attachment A.

- F. Equipment and Supplies - Contractor shall provide necessary equipment and supplies for all 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 events safely.

Rates for Standard Equipment and Supplies List and Pricing is included in Attachment B.

- G. Labor – Contractor will be responsible for providing an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing and documenting the various hazardous waste materials collected during the events, including experienced chemists to inspect hazardous waste.

Contractor's staff may also 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, package PaintCare Program Products and consolidate motor oil. Contractor will be responsible for providing staff to consolidate solvent-based wastes and flammable liquids.

All of Contractor's employees involved in the transportation and handling of County hazardous waste will be licensed and in compliance with all applicable Federal and State requirements.

All of Contractor's employees will have certification of such training available while onsite for any collection event.

As part of the technical proposal, please include a staffing plan for each location. The staffing plan should name the Site Supervisor/Project Manager for each collection site. It should also include a list of personnel by job title that will be at each collection site and the times they will be onsite.

Hourly Rates for staffing is included in Form for Labor Detail Attachment C.

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

Contractor will segregate wastes according to the hierarchy of reuse, send to stewardship, recycle, incinerate, neutralize/stabilize and lastly landfill.

Contractor will set aside reusable items well-marked and currently available for over-the-counter purchase, in accordance to County's Reuse Quality Assurance/Quality Control (QA/QC) Policy.

Contractor will segregate waste into compatible categories for lab packing, in accordance with federal and state regulations.

Contractor will test and identify unknown wastes and make a determination of the hazard class for subsequent packaging, transportation and disposal.

- I. Waste Packaging - Contractor will assist in reducing costs to County by minimizing the number of drums sent for disposal by optimizing efficient handling methods. Contractor will provide bulking for compatible hazardous materials before final disposal options are used. Contractor will package all other wastes as efficiently as possible and transport waste streams for recycling, treatment and/or disposal.

Contractor may also transport packaged waste to the Permanent HHW Collection Facility if further consolidation or packaging will provide cost savings to County, prior to transporting waste for recycling, treatment and/or disposal.

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

Contractor may complete waste inventories and drum inventories, if required, and provide QA/QC coordination to ensure acceptance of the waste by the recycling and treatment of disposal sites.

- J. 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.

- K. Technical Materials – Contractor will provide waste profiles and any other necessary paperwork for necessary permits and variances and Transfer Storage Disposal Facility acceptance.

- L. Waste Removal and Transportation – Contractor will load wastes into a truck for transportation to a permitted disposal/incineration site or County location at County's request. Immediately following the termination of receiving and processing wastes at the temporary 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 will 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 Contractor's permit to operate.

- M. 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 reuse, send to stewardship organization or recycle as much material as possible.

Methods used for management of the waste will be by order of preference, following the disposal hierarchy established by the State:

1. **Reuse**
County is typically able to reuse up to 4% of all the hazardous wastes collected via the Reuse Program. Contractor will set aside reusable items well-marked and currently available for over-the-counter purchase, in accordance to County's Reuse Policy, and will strive to achieve and maintain a 5% reuse goal. All reusable material must be re-directed to the Reuse Program in accordance to County's QA/QC plan, attached. County may choose to accept or reject such items for the Reuse Program. Rejected items will be managed by Contractor as HHW or as non-hazardous waste as appropriate.
2. **Stewardship**
County manages approximately 7% of all architectural paint through a direct contract with PaintCare Product Stewardship Program. Contractor will package all PaintCare Products in accordance to standard PaintCare Program guidelines for shipping directly to PaintCare via a PaintCare transporter.
3. **Recycle**
County is typically able to recycle up to 46% of all the hazardous wastes collected. For all wastes not re-directed to the Reuse Program and the PaintCare Product Stewardship Program, Contractor will recycle as much as possible. Contractor will strive to achieve and maintain 50% recycling goal. All recyclable waste streams must be recycled. These materials include auto and household batteries, mercury and mercury-related items including fluorescent lamps, propane and metal tanks, antifreeze, motor oil, oil filters and other recyclable materials.
4. **Incinerate**
For all wastes not re-directed to the Reuse Program, PaintCare Product Stewardship Program and if recycling is not an option, Contractor will manage waste by energy recovery (fuel incineration). Fuel incineration is a preferred management over destructive incineration.
5. **Neutralize/Stabilize**
Neutralization/Stabilization is a preferred management method over landfill disposal. Contractor will only opt for landfill disposal as a last resort, when no other options are available or viable.
6. **Landfill**
Incineration is a preferred management method over landfill disposal. Contractor will only opt for landfill disposal as a last resort, when no other options are available or viable.

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

Rate Forms for the Disposal Pricing Matrix (Attachment D) along with Container Weights Matrix (Attachment E), Waste Destination Facilities (Attachment F), and Disposal Site Qualifications (Attachment G) are included as attachments to this Agreement.

- N. Non-Hazardous Waste - Contractor will not lab pack materials that can be managed as a non-hazardous waste. Non-hazardous waste will be recycled or disposed of as non-hazardous waste.

Contractor will line and cover County-provided debris bins to prevent hazardous waste being disposed in the containers while unattended. Non-hazardous waste generated at the collection facilities/events will be accepted for disposal by the local transfer station and/or landfill at no cost to the contractor.

- O. 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, Contractor will submit to County a cumulative account of the type, quantities, and disposal/management method of hazardous wastes to comply with the California Department of Resources Recycling and Recovery Form 303.

- P. Training

Contractor may provide the following training as requested by County:

- 40-hour OSHA HAZWOPER
- 8-hour refresher
- First Aid/CPR
- DOT HM181
- Lab Packing
- Forklift

Per person rates for training are in Attachment H, Training.

- Q. Liquidated Damages

The parties understand and agree that damages for certain breaches of this agreement will be difficult to calculate. Accordingly, the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by County from any money due Contractor under this agreement.

DAMAGE INCIDENT

PENALTY

Contractor's staff is a no-show

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

Contractor's staff is 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.

Contractor's staff arrives unprepared for work (to include, but not limited to, no steel-toed boots and /or long pants, not clean shaven).

Will be considered a no-show if the contractor's 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 will be replaced, as determined by Program staff

Unsatisfactory performance

Four (4) hours labor credit per unsatisfactory performer.

- R. Contractor will submit a copy of the firm's Contingency Plan and Safety program which includes safety policies and procedures.
- S. Contractor will be a current certified hazardous waste hauler in each jurisdiction of activity. Copies of State certifications will be included with the Request for Proposal.

II. **SERVICES TO BE PERFORMED BY THE COUNTY**

- A. Information and Appointments - 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 - County will develop and disseminate materials and information on alternatives to toxic products through programs it will implement throughout County.
- C. Collection Program Publicity - 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 County in accordance with applicable regulations and in coordination with guidelines jointly established by County and contractor. County will have the final authority to approve each site.
- E. State Permits - Following site selection 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 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. 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 provide Site Supervisory personnel to conduct a safety meeting with all staff before each event and to oversee event operations. The safety meeting will include information regarding communication procedures, spill procedures, evacuation, first aid, etc.

County will provide 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 package PaintCare Program Products and consolidate motor oil.
- L. Arrangements for Recycling - County staff will make arrangements for the management of PaintCare Program Products, automotive batteries, and photographic waste. Contractor is required to recycle as much of the waste collected as possible.
- M. Equipment –County will provide the 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 onsite trash bins and/or debris boxes for non-hazardous solid waste, including non-contaminated empty containers, generated at each collection site.
- 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 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event within thirty (30) days to County for reimbursement. All services will be invoiced in accordance with Attachment A through Attachment H. 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 of invoice.

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

Attachment A - CESQG PRICING

Waste Category	Management Method	Packaging Type	Cost Per Gallon	Cost Per Pound	Cost Per Unit (if applicable)
Flammable Solids	DI	LP		\$3.00	
Flammable Liquids	FB	LO	\$5.00		
Bulked Flammable Liquids	FB	BU	\$4.00		
Oil-based Paint & Related	FB	LO	\$5.00		
Poison solids	DI	LP	\$6.00		
Poison Liquids	DI	LP	\$8.00	\$2.50	
Reactives	DI	LP	\$22.00		
Inorganic Acid	TR	LP	\$7.00	\$6.00	
Organic Acid	TR	LP	\$7.00	\$2.00	
Inorganic Base	TR	LP	\$6.00	\$2.00	
Organic Base	TR	LP	\$6.00	\$2.00	
Neutral Oxidizer	TR	LP	\$10.00	\$2.00	
Organic Peroxide	DI	LP	\$8.00	\$6.00	
Oxidizing Acid	TR	LP	\$8.00	\$5.00	
Oxidizing Base	TR	LP	\$8.00	\$5.00	
PCB Containing Paint	DI	BU	\$15.00		
Other PCB Waste	DI	LO		\$3.00	
Corrosive Aerosols	DI	LO		\$3.00	
Flammable Aerosols	FB	LO		\$3.00	
Antifreeze	RC	BU	\$1.40		
Lead Acid Batteries	RC	LO	n/c	n/c	
Fluorescent Light Bulbs (Linear Foot)	RC	LO		\$0.14	
Compact/Fluorescent Light Bulbs (piece or unit)	RC	LO		\$3.00	
Latex Paint (Recyclable)	RC	LO	\$4.00		
Latex Paint (Nonrecyclable)	LF	BU	\$2.00		
Motor Oil	RC	BU	\$1.25		
Oil Filters	RC	LO		\$1.25	
Mercury	RC	LP		\$12.00	
Mercury (thermostats)	RC	LP		\$12.00	
Household Batteries (Recyclable)	RC	LO		\$0.90	
Household Batteries (Nonrecyclable)	LF	LO		\$0.90	
Class 9 Non-RCRA Solids	DI	LP		\$2.50	
Class 9 Non-RCRA Liquids	DI	LP	\$8.00		
Asbestos	LF	LO		\$1.50	
Propane Cylinders	RC	LO		\$15.00/ea	
Ballasts - PCB	DI	LO		\$3.00	
Ballasts - non-PCB	DI	LO		\$3.00	
Fire Extinguishers	RC	LO		\$15.00/ea	
Other _____					

Management Method - RC=Recycle, FB=Fuels Blending, DI=Destructive Incineration, TR=Treatment, LF=Landfill

Packaging Type - BU=Bulk, LP=Labpack, LO=LoosePack, PA=Palletize, YD=Yard Box/TUBSKID

Attachment B - STANDARD EQUIPMENT AND SUPPLIES LIST AND PRICING

Item	Unit	Unit Cost
Duct Tape (specify size)	Roll	\$3.50
Duct Tape (specify size)	Roll	\$5.00
Spray Adhesive (specify size)	Ea	\$2.50
20x100 Visqueen (specify thickness)	Ea	\$75.00
12x100 Visqueen (specify thickness)	Ea	\$75.00
Tarps 16x20 (specify thickness and material)	Ea	\$32.00
Tarps 20x30 (Specify thickness and material)	Ea	\$54.00
Tarps 30x40 (specify thickness and material)	Ea	\$78.00
Dumpster Liners	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	\$25.00
Fluorescent Tube Boxes (4'x4')	Ea	\$14.00
Cubic Yard Un Boxes	Ea	\$60.00
Cubic Yard Non-Un Boxes	Ea	\$34.00
Cubic METER UN Boxes	Ea	\$60.00
Cubic METER Non-UN Boxes	Ea	n/a
30 gallon open top drum	Ea	\$25.00
15 gallon open top (PG I Drum)	Ea	\$25.00
55 gallon 1A2 drums	Ea	\$34.00
5 gallon 1H2 drums	Ea	\$15.00
85 gallon 1A2 overpack drums	Ea	\$130.00
Drum Liners	Box	\$2.00
5 gallon plastic Bags	Ea	\$2.00
Asbestos Liners	Roll	\$60.00
Vermiculite	Bag	\$15.00
Absorbent (specify type)	Ea	\$3.50
Absorbent Pads (assorted)	Bags	\$75.00
D.O.T. Labels (assorted)	Rolls	\$30.00
Hazardous Waste Labels	Roll	\$30.00
Packing lists 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	Pair	\$12.00
Cotton Glove Liners	Pair	\$3.00
Labpack Gloves (specify)	Box	\$15.00
Aprons	Ea	n/c
Boot Covers	Pair	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 hour	\$15.00
Canopy/Tent (specify size)	per day	n/c

Be sure to specify appropriate sizes, quantities in rolls or boxes, etc. Any other consumables please add to sheet - Attach additional sheet for hard copy

Attachment C - LABOR DETAIL

HHW/CESQG Events

Personnel Type	Cost/Mile	Travel Time	\$ per Hour at Straight Time	\$ per Hour at Overtime
Site Supervisor		2 hours	\$40.00	\$45.00
Chemist/Specialist		2 hours	\$40.00	\$45.00
Technician		2 hours	\$34.00	\$40.00
Other				

Pick-Ups Only (shipments) from Facilities

Personnel Type	Cost/Pick-Up
Driver	\$ 250.00

CESQG Administration

Personnel Type	Activity	\$ per Hour at Straight Time	\$ per Hour at Overtime
Administration	Schedule and quote CESQG appointments	\$25.00/appt.	n/a

NOTES:

It is the responsibility of the Proposer to calculate mileage to each site and complete chart according to the rates provided. Fill in Personnel Type in the Pre/Post Event Preparation table and cost accordingly.

Attachment D - 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	D/IFB	D/IFB	LP	N/A	N/A	\$ 135.00	200 lbs	\$ 195.00	150 lbs	\$ 80.00	50 lbs	N/A	N/A	N/A	N/A
	Bulked Flammable Liquid (0 - 10% sludge)	FB	RC	BU	N/A	N/A	\$ 100.00	450 lbs	\$ 75.00	300 lbs	\$ 35.00	50 lbs	N/A	N/A	N/A	N/A
	Bulked Flammable Liquid (11 - 30% sludge)	FB	RC	BU	N/A	N/A	\$ 100.00	450 lbs	\$ 75.00	300 lbs	\$ 35.00	50 lbs	N/A	N/A	N/A	N/A
	Bulked Flammable Liquid (31 - 50% sludge)	FB	RC	BU	N/A	N/A	\$ 100.00	550 lbs	\$ 75.00	400 lbs	\$ 35.00	65 lbs	N/A	N/A	N/A	N/A
	Bulked Flammable Liquid - Paint Related Material	FB	RC	BU	N/A	N/A	\$ 100.00	550 lbs	\$ 75.00	400 lbs	\$ 35.00	65 lbs	N/A	N/A	N/A	N/A
	Oil-Based Paint related	FB	RC	LO	\$ 375.00	700 lbs	\$ 135.00	200 lbs	\$ 105.00	150 lbs	\$ 45.00	50 lbs	N/A	N/A	N/A	N/A
	Cyanide	DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 350.00	151 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
	Poison (non-aerosols)	DI	DI	LP	\$ 580.00	650 lbs	\$ 180.00	200 lbs	\$ 155.00	152 lbs	\$ 80.00	50 lbs	N/A	N/A	N/A	N/A
	Water Reactives	DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 300.00	153 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
	Reactive and Explosive	DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 300.00	154 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
Acid	Inorganic Acid	TR	RC	LP	N/A	N/A	\$ 160.00	200 lbs	\$ 135.00	150 lbs	\$ 75.00	50 lbs	N/A	N/A	N/A	N/A
	Organic Acid	TR	RC	LP	N/A	N/A	\$ 160.00	200 lbs	\$ 135.00	150 lbs	\$ 75.00	50 lbs	N/A	N/A	N/A	N/A
Base	Inorganic Base	TR	RC	LP	N/A	N/A	\$ 160.00	200 lbs	\$ 135.00	150 lbs	\$ 75.00	50 lbs	N/A	N/A	N/A	N/A
	Organic Base	TR	RC	LP	N/A	N/A	\$ 160.00	200 lbs	\$ 135.00	150 lbs	\$ 75.00	50 lbs	N/A	N/A	N/A	N/A
Oxidizers	Neutral Oxidizers	TR	RC	LP	N/A	N/A	\$ 290.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
	Organic Peroxides	DI	RC	LP	N/A	N/A	\$ 300.00	200 lbs	\$ 225.00	150 lbs	\$ 75.00	50 lbs	N/A	N/A	N/A	N/A
	Oxidizing Acid	TR	RC	LP	N/A	N/A	\$ 290.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
	Oxidizing Base	TR	RC	LP	N/A	N/A	\$ 290.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
PCB-Containing	PCB - containing paint	DI	DI	BU	N/A	N/A	\$ 750.00	650 lbs	\$ 500.00	500 lbs	\$ 200.00	100 lbs	N/A	N/A	N/A	N/A
	Other PCB waste	DI	DI	LO	N/A	N/A	\$ 750.00	650 lbs	\$ 500.00	400 lbs	\$ 200.00	100 lbs	N/A	N/A	N/A	N/A
	PCB Ballasts	DI	DI	LO	N/A	N/A	\$ 1,500.00	800 lbs	\$ 1,000.00	600 lbs	\$ 325.00	100 lbs	N/A	N/A	N/A	N/A
Reclaimable	Antifreeze	RC	RC	BU	N/A	N/A	\$ 100.00	400 lbs	\$ 75.00	275 lbs	\$ 40.00	50 lbs	N/A	N/A	N/A	N/A
	Auto-type batteries (motor vehicles)	RC	RC	PALLET	N/C	N/A	N/C	N/A	N/C	N/A	N/C	N/A	N/A	N/A	N/A	N/A
	Latex Paint - recycled & not returned	RC	RC	BU	N/C	N/C	N/C	650 lbs	N/C	475 lbs	N/C	40 lbs	N/A	N/A	N/A	N/A
	Latex Paint - not recyclable	LF	LF	BU	N/A	N/A	\$ 90.00	650 lbs	\$ 70.00	475 lbs	\$ 25.00	40 lbs	N/A	N/A	N/A	N/A
	Motor Oil/Oil Products	RC	RC	BU	N/A	N/A	\$ 90.00	400 lbs	\$ 60.00	275 lbs	\$ 25.00	40 lbs	N/A	N/A	N/A	N/A
	Used Oil Filters (recyclables only)	RC	RC	LO	N/A	N/A	\$ 90.00	300 lbs	\$ 60.00	175 lbs	\$ 25.00	40 lbs	N/A	N/A	N/A	N/A
Asbestos	Asbestos	LF	LF	LO	\$ 230.00	300 lbs	\$ 90.00	150 lbs	\$ 60.00	90 lbs	\$ 25.00	20 lbs	N/A	N/A	N/A	N/A

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
Universal Waste	Mercury (metallic)		RC	RC	LP	N/A	N/A	\$ 1,500.00	600 lbs	\$ 800.00	450 lbs	\$ 175.00	100 lbs	N/A	N/A	N/A	N/A
	Mercury containing thermostats		RC	RC	LP	N/A	N/A	\$ 1,500.00	600 lbs	\$ 800.00	450 lbs	\$ 175.00	100 lbs	N/A	N/A	N/A	N/A
	Mercury containing waste (other)		RC	RC	LP	N/A	N/A	\$ 1,500.00	600 lbs	\$ 800.00	450 lbs	\$ 175.00	100 lbs	N/A	N/A	N/A	N/A
	Fluorescent Lights - Straight/Linear (per foot)		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$.14/ft	N/A	N/A	N/A
	Fluorescent Lights - CFL's; Circular; U-Tubes (per unit)		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1.25/ea	N/A	N/A	N/A
	Fluorescent Lights - Crushed		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1.25/ea	N/A	N/A	N/A
	Other Lights - HIDs		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2.25/ea	N/A	N/A	N/A
	Rechargeable Batteries (Nickel-Cadmium)		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Rebate	N/A	N/A	N/A
	Other batteries (Alkaline)		RC	RC	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$.80/lb	N/A
	Lithium Batteries		RC	RC	LO	N/A	N/A	\$ 150.00	800 lbs	\$ 125.00	425 lbs	\$ 90.00	125 lbs	N/A	N/A	N/A	N/A
Labpacks	Non-Reactive		DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
	Reactive		DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A
Other HHW	Propane tanks (Camping Stove)		RC	RC	LO	\$ 375.00	450 lbs	\$ 175.00	150 lbs	\$ 100.00	100 lbs	\$ 45.00	40 lbs	\$ 2.50/ea	N/A	N/A	N/A
	Propane Tanks (BBQ Type)		RC	RC	PALLET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 5.00/ea	40 lbs	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	\$.05/lb	N/A
	Aerosols, corrosive, flammable, poison (non-		DI	DI	LO	\$ 510.00	450 lbs	\$ 180.00	150 lbs	\$ 140.00	100 lbs	\$ 60.00	30 lbs	N/A	N/A	N/A	N/A
	Other - photographic waste (fixer/developer)		RC	RC	BU	N/A	N/A	\$ 225.00	450 lbs	\$ 180.00	300 lbs	\$ 80.00	60 lbs	N/A	N/A	N/A	N/A
	Other - non-hazardous, Class 9/Non-RCRA		DI	DI	LO	N/A	N/A	\$ 190.00	200 lbs	\$ 125.00	140 lbs	\$ 90.00	50 lbs	N/A	N/A	N/A	N/A
	Empty - Contaminated Drums		RC	RC	EA	N/A	N/A	\$ 35.00	20 lbs	\$ 25.00	15 lbs	\$ 25.00	10 lbs	N/A	N/A	N/A	N/A
	Used Cooking Oil/Grease		FB	FB	BU	N/A	N/A	\$ 110.00	400 lbs	\$ 90.00	300 lbs	\$ 35.00	45 lbs	N/A	N/A	N/A	N/A
	Residential Fire Extinguishers		RC	RC	LP	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 10.00/ea			
	Unknowns		DI	DI	LP	N/A	N/A	\$ 425.00	200 lbs	\$ 300.00	150 lbs	\$ 125.00	50 lbs	N/A	N/A	N/A	N/A

NOTES:

N/A= NOT APPLICABLE

WASTE MANAGEMENT METHODS- RU= REUSE, RC= RECYCLE, FB= FUEL BLENDING, TR= TREATMENT/NEUTRALIZE, DI= DESTRUCTIVE INCINERATION,

SB= STABILIZATION/ SOLIDIFY/ LANDFILL, LF= LANDFILL, (I), (II), OR (III) = CLASS I, II, OR III LANDFILL

WASTE CONTAINER MANAGEMENT METHODS- RC= RECYCLE, DI= DESTRUCTIVE INCINERATION, FB= FUEL BLENDING, LF= LANDFILL, (1) (2)= CLASS 1 OR 2,

TR= TREATMENT, RU= REUSE

WASTE PACKAGING METHODS- LO=LOOSE PACK, LP=LAB PACK, BU=BULKING, CN= CONTAINERIZING

WASTE CONTAINER TYPE- DM= STEEL DRUM, DF= FIBER DRUM, DP= PLASTIC (POLY) DRUM, PB= PLASTIC (POLY) BUCKET

Attachment E - CONTAINER WEIGHTS MATRIX

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

1. Provide Dimensions of Yard Box 36" h x 36" w x 36" d
2. Are the container weights you're using estimated or actual weights? Estim
3. What type of absorbent do you use in your drums? Vermiculite

Attachment F - WASTE DESTINATION FACILITIES

Waste	Waste Category	WMM*	HM**	Primary TSDF	Secondary TSDF	Final TSDF
Flammable & Poison	Flammable Solids	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
		FB	LO	Stericycle		Lone Star Industries / Rineco / Ash Grove Cement
	Flammable Liquids	FB	BU	Stericycle		Lone Star Industries
	Bulked Flammable Liquids	FB	BU	Rineco		Rineco
	Oil-base Paint & Related	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Poison Solids	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Poison Liquids	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
Acid	Reactives	TR	LP	Stericycle		Stericycle
	Inorganic Acid	TR	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Organic Acid	TR	LP	Stericycle		Stericycle
Base	Inorganic Base	TR	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Organic Base	TR	LP	Stericycle		Stericycle
Oxidizer	Neutral Oxidizer	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Organic Peroxide	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Oxidizing Acid	TR	LP	Stericycle		Stericycle
	Oxidizing Base	TR	LP	Stericycle		Stericycle
	Ammonium Nitrate Fertilizers	DI	BU	Stericycle		Clean Harbors (Aragonite)
PCB-containing	PCB Containing Paint	DI	LO	Stericycle		Clean Harbors (Aragonite)
	Other PCB Waste	DI	LO	Stericycle		Rineco / EEI
Aerosols	Corrosive Aerosols	FB	LO	Stericycle		Rineco / EEI
	Flammable Aerosols	DI	LO	Stericycle		Rineco / EEI
	Poison Aerosols	DI	LO	Stericycle		Rineco / EEI

Waste	Waste Category	WMM*	HM**	Primary TSDF	Secondary TSDF	Final TSDF
Non-RCRA	Antifreeze	RC	BU	Demunno Kerdoon		Demunno Kerdoon
	Latex Paint (Recyclable)	RC	BU	Visions Paint		Visions Paint
	Latex Paint (Non-recyclable)	LF	BU	Visions Paint		Visions Paint
	Lead Acid Batteries (Automotive)	RC	LO	Interstate Battery		Interstate Battery
	Motor Oil	RC	BU	Demunno Kerdoon		Demunno Kerdoon
	Oil filters	RC	LO	Demunno Kerdoon		Demunno Kerdoon
	Mercury	RC	LP	Stericycle		Mercury Waste Solutions
	Mercury-containing Devices	RC	LP	Stericycle		Mercury Waste Solutions
	Fluorescent Light Tubes (intact)	RC	LO	Stericycle		LRI / AERC
	Fluorescent Light Tubes (broken)	RC	LO	Stericycle		LRI / AERC
	Compact Fluorescent Lights	RC	LO	Stericycle		LRI / AERC
	Household Batteries - Alkaline	RC	LO	Battery Solutions		Battery Solutions
	HH Batteries - Lead Acid	RC	LO	Battery Solutions		Battery Solutions
	HH Batteries - Nickel-Cadmium	RC	LO	Battery Solutions		Battery Solutions
	HH Batteries - Mercury	RC	LO	Battery Solutions		Battery Solutions
	HH Batteries - Lithium	RC	LO	Stericycle		LRI / AERC
	Electronic Ballasts	DI	LO	Stericycle		Stericycle / Sharps Solutions
	Medical Sharps	DI	LO	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Pharmaceutical Waste	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Class 9 Non-RCRA Solids	DI	LP	Stericycle		Clean Harbors (Aragonite) / WTI / Ross Incinerators
	Class 9 Non-RCRA Liquids	LF	LO	Stericycle		US Ecology
	Asbestos	LF	LO	Stericycle		Stericycle
	Treated Wood	RC	LO	Kamps		Kamps
	Propane Cylinders	RC	LO	Stericycle		SET Environmental
	Helium Tanks	RC	LO	Stericycle		SET Environmental
	Oxygen Tanks	RC	LO	Stericycle		Myers Container
	Empty Drums	RC	EA	Stericycle		
	Other					
	Other					

*WMM = Waste Management Method

**HM = Handling Method

ATTACHMENT G – DISPOSAL SITE QUALIFICATIONS

Disposal Site Name:	SES – Rancho Cordova dba General Environmental Management LLC	
Mailing Address:	11855 White Rock Rd	
	Rancho Cordova, CA 95742	
Facility Address(es):	11855 White Rock Rd	EPA ID#: CAD 980 884 183
	Rancho Cordova, CA 95742	EPA ID#:
		EPA ID#:
Waste Streams Handled:	RCRA Hazardous, non-RCRA Hazardous, TSCA Waste	
Brief description of treatment/disposal methods:	<p>RCRA Part B Facility; Waste may be consolidated, repackaged prior to shipping on manifest to incinerator or other ultimate disposal facility</p> <p><small>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-</small></p>	
Summary of compliance history:	See attached	

PSC Environmental Services 3 Year Facility Compliance History

General Environmental Management of Rancho Cordova 11855 White Rock Road Rancho Cordova, CA 95742 CAD 980 884 183			
Issue Date	Issuing Agency	Alleged Violation	Disposition/Settlement
05/07/2010	Sacramento Regional County Sanitation District	Environmental Specialist, Nicole Sears for Sacramento Regional County Sanitation District came by for audit, paperwork review and to take sample for wastewater.	No violations
06/10/2010	Sacramento County EMD stormwater	County of Sacramento DMD performed a stormwater inspection of the facility.	No violations noted during inspection.
03/08/2011	Sacramento County EMD	County EMD oversaw clean-up of the nitric acid spill. County required written report in 10 days. Report Submitted.	Case considered closed
06/14/2011	DTSC	DTSC performed a Financial Responsibility Review audit.	No violations were discovered
07/12/2011	EPA Region 9	Region IX EPA performed an inspection focused on EPCRA.	No violations were discovered
11/01/2011	DTSC	Permitting Branch performed a brief, unannounced inspection of the facility.	No violations noted
03/22/2012	Sacramento County EMD	Scheduled inspection of the facility. One notice to correct identified, resolved following day.	Incident closed
8/19/2013	Sacramento County EMD	Unscheduled inspection. No known violations.	No violations.
5/20/2013	Sacramento County Fire Department	Correction notice delivered requesting information to be posted at off-site 10-day Trailer yard.	Corrected and closed, no violations.
3/25/2013	CA DTSC	Unscheduled inspection to investigate site event on 3/3/2013. Several violations.	Working with DTSC on Corrective Actions, expect case to be closed in next 6 months.
6/21/2012	CA Board of Pharmacy	Citation received from CA Board of Pharmacy for lack of pharmacist on site (for non-functional pharmaceutical program)	\$500 citation paid, case closed.
5/17/2013	CA DTSC	Received mail notification from financial review unit, no violations.	No violations.

Disposal Site Name:	SES – Fernley, dba 21 st Century Environmental Management of Nevada LLC	
Mailing Address:	2095 Newlands Dr East	
	Fernley, NV 89408	
Facility Address(es):	2095 Newlands Dr East	EPA ID#: NVD 980 895 338
	Fernley, NV 89408	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Corrosives, Wastewater, Metals for recovery	
Brief description of treatment/disposal methods:	<p>RCRA Part B Facility; Treatment of corrosives & wastewater include neutralization, deactivation, alkaline chlorination and precipitation; Treated waste is released under permit or shipped to ultimate disposal on shipping papers</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]]</p>	
Summary of compliance history:	<p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

PSC Environmental Services 5 Year Facility Compliance History

21st Century Environmental Management, LLC 2095 Newlands Drive Fernley, NV 89408 EPA ID# NVD 980 895 338			
Issue Date	Issuing Agency	Alleged Violation	Disposition/Settlement
6/6/13	OSHA	OSHA inspection. 13 issues noted.	Matter is resolved and closed.
1/8/13	North Lyon County Fire	Minor violations noted.	Violations resolved and closed.
8/10/12	NDEP-Air Pollution Control	Inspection and observation of stack testing. No violations	No violations.
7/12/12	North Lyon County Fire	Five minor violations.	Issues resolved and closed.
6/19/12	NDEP - DWM	Facility inspection. Two alleged violations identified.	Issues corrected and closed.
12/9/2011	Nevada Division of Environmental Protection (NDEP) - Air Quality	Emergency backup generator's exclusion from all facility permits.	Back up generator is included in current air permit renewal. The matter has since been closed.
5/12/2011	North Lyon County Fire, NDEP – BWM,	3 issues identified.	Issues corrected, fines paid, resolved.
08/17/10	Nevada Department of Environmental Protection (NDEP) Bureau of Water Management (BWM)	During a two-day inspection, NDEP cited the facility for a number of violations relating to operational compliance issues. The facility was assessed a fine of \$108,475.	All issues were corrected and the fine was paid by 1/15/2011. The matter has since been closed.
04/27/10	EPA Region 9	During a two-day site visit, EPA cited the facility for a number of violations relating to operational compliance issues. A Consent Order has been signed and sent to EPA for final approval. The facility was assessed a fine of \$80,000.	All issues were corrected by 1/15/2011
01/22/10	Bureau of Air Pollution Control (BAPC)	During an inspection involving a request for records, the facility was cited for paperwork discrepancies between permit and actual practice. A regulator will offer guidance on how to correct issues.	All issues were corrected by 6/17/2010. The matter has since been closed.
05/27/09	NDEP	containers being stored on asphalt and inadequate aisle spacing.	All issues were corrected by 7/15/2009. Closed.

Disposal Site Name:	SES – Kent dba Burlington Environmental LLC		
Mailing Address:	20245 77 th Ave South		
	Kent, WA 98032		
Facility Address(es):	20245 77 th Ave South	EPA ID#: WAD 991 281 769	
	Kent, WA 98032	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Most HHW streams		
Brief description of treatment/disposal methods:	<p>RCRA Part B Facility, CERCLA approved; after consolidation, waste is shipped on shipping papers for ultimate disposal</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	See attached		

PSC Environmental Services 5 Year Facility Compliance History

Glossary of Terms	
USEPA	U.S. Environmental Protection Agency
USDOT	U.S. Department of Transportation
LOD	Letter of Deficiency
LON	Letter of Non-Compliance
NOV	Notice of Violation
LOW	Letter of Warning

Burlington Environmental, LLC 20245 77th Avenue South Kent, WA 98032 EPA ID# WAD991281767			
Issue Date	Issue Date	Issue Date	Issue Date
01/19/10	HDR on behalf of WDOE	Second audit conducted by HDR Inc. as required by Stipulated Order 6848. Three (3) Class 1 findings.	Paid \$30,000 stipulated penalty from 3 Class 1 findings. PSC implemented corrective actions.
01/21/10	Federal Aviation Administration (FAA)	Periodic Compliance Review of IATA shipping requirements/records. No violations noted.	N/A
03/08/10	Kent Fire Department	Annual Kent Fire Department inspection. No issues noted.	N/A
03/28/10	HDR on behalf of WDOE	Third audit conducted by HDR Inc. as required by the Stipulated Order 6848. Five (5) Class 1, One (1) Class 2, and One (1) Class 3 findings outlined in HDR report.	WDOE confirmed findings, no fines. PSC implemented corrective actions.
04/08/10	Seattle-King County Public Health Department	Routine inspection of the Kent plant solid waste operations. One (1) alleged violation regarding not covering pallets of computers stored outside.	The computers were in the process of being received. No fine associated with the alleged violation.
05/20/10	HDR on behalf of WDOE	Fourth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
07/10/10	HDR on behalf of WDOE	Fifth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
09/08/10	HDR on behalf of WDOE	Sixth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A

FACILITY AUDIT PACKAGE
Burlington Environmental, LLC
Kent, WA

Burlington Environmental, LLC 20245 77th Avenue South Kent, WA 98032 EPA ID# WAD991281767			
Issue Date	Issue Date	Issue Date	Issue Date
11/19/10	Seattle-King County Public Health Department	Routine inspection of the facility. Results satisfactory.	N/A
11/29/10	HDR on behalf of WDOE	Seventh audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
01/19/11	HDR on behalf of WDOE	Eighth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
01/21/11	Seattle-King County Public Health Department	Routine inspection of the facility. One (1) violation noted regarding the stacking of drums.	Alleged violation was corrected the day of the inspection. No fine associated with the alleged violation.
03/29/11	HDR on behalf of WDOE	Ninth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
04/06/11	Seattle-King County Public Health Department	Routine inspection of the facility. Three (3) alleged violations regarding covering of containers, stacking of containers, and grounding/bonding.	Containers in question were in the process of being received. No fines associated with alleged violations.
05/23/11	HDR on behalf of WDOE	Tenth audit conducted by HDR Inc. as required by Stipulated Order 6848. No findings in final audit report.	N/A
06/15/11	Puget Sound Clean Air Agency (PSCAA)	No violations were noted during the routine inspection of the facility.	No actions necessary.
06/16/11	Department of Homeland Security (DHS)	DHS conducted preliminary site visit to determine Chemicals of Interest (COI) status of facility.	No violations noted and the facility is currently awaiting determination from DHS of status.
07/28/11	HDR on behalf of WDOE	Eleventh audit conducted by HDR Inc. as required by the Stipulated order from WDOE. Final report issued and identified two Class 1 findings, two Class 2 findings, and two Class 3 findings.	PSC responded to WDOE regarding HDR audit and implemented corrective actions. No fines were issued.
08/05/11	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
09/29/11	Seattle-King County Public Health Department	No violations were noted during the routine inspection of the facility for the Moderate Risk Waste (MRW) permit.	N/A

FACILITY AUDIT PACKAGE
Burlington Environmental, LLC
Kent, WA

Burlington Environmental, LLC 20245 77th Avenue South Kent, WA 98032 EPA ID# WAD991281767			
Issue Date	Issue Date	Issue Date	Issue Date
09/30/11	HDR on behalf of WDOE	Twelfth and final audit conducted by HDR Inc. as required by Stipulated Order 6848. Final Report issued and identified three Class 1 findings and two Class 2 findings.	PSC responded to WDOE regarding HDR audit and implemented corrective actions. PSC has agreed to pay \$40,000 in stipulated penalties.
10/11/11	WDOE	Self-reported violation for storing a container of waste over one (1) year.	PSC implemented monthly inventory scans reviewed by the Plant Manager.
12/07/11	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
02/03/12	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
03/16/12	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
04/13/12	Kent Fire Department	Annual inspection of facility. The fire department inspector noted eight (8) minor violations. A follow up visit was conducted on May 15 verifying closure of all open corrective actions.	N/A
04/24/12	Kent Fire Department	The Kent Fire Department conducted a routine visit of the facility to inventory the fire suppression systems at the facility.	N/A
05/03/12	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
06/13/12	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
07/20/12	Seattle-King County Public Health Department	Two (2) violations noted during routine inspection of facility regarding the storage of drums in unapproved locations and protection of cardboard light tube boxes. No fines assessed.	Containers were moved and light tube boxes loaded out.
07/24/12	Puget Sound Clean Air Agency	No violations were found during a routine inspection of the facility.	N/A

FACILITY AUDIT PACKAGE
Burlington Environmental, LLC
Kent, WA

Burlington Environmental, LLC 20245 77th Avenue South Kent, WA 98032 EPA ID# WAD991281767			
Issue Date	Issue Date	Issue Date	Issue Date
08/24/12	Seattle-King County Public Health Department	No violations were found during a routine inspection of the facility.	N/A
10/16/12	WDOE	Routine inspection conducted by WDOE. Several items identified during closeout meeting. Awaiting final report.	WDOE took copies of documents to review. WDOE requested more documents on 10/24/12. Documents were sent on 11/02/12. WDOE requested more documents on 11/30/12. Documents were sent on 12/07/12. \$180,000 proposed penalty was received 9/3/13. PSC is negotiating settlement.
10/25/12	Seattle-King County Public Health Department and WDOE	Joint inspection by WDOE and Health Department to verify compliance and discuss plan of operations revisions.	N/A
12/06/12	Seattle-King County Public Health Department	Routine inspection resulting in one violation for damaged cardboard containers impacted by weather.	No response is required. PSC must comply with plan of operations.

Disposal Site Name:	SES – Tacoma dba Burlington Environmental, LLC		
Mailing Address:	1701 E Alexander Ave		
	Tacoma WA 98421		
Facility Address(es):	1701 E Alexander Ave	EPA ID#: WAD 020 257 945	
	Tacoma WA 98421	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Inorganic and Aqueous waste streams		
Brief description of treatment/disposal methods:	<p>TRCRA Part B facility, CERCLA approved; treatment via neutralization, deactivation, alkaline chlorination and precipitation; Treated waste goes to another facility for ultimate disposal or released under permit.</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>See attached</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

PSC Environmental Services 5 Year Facility Compliance History

Glossary of Terms	
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Burlington Environmental 1701 East Alexander Avenue Tacoma, WA 98421 WAD 020 257 945			
Issue Date	Issuing Agency	Alleged Violation	Disposition/Settlement
4/23/2008	Washington Department of Ecology	Various violations for labeling, equipment calibration, signage and storage	closed
6/09/2009	Tacoma Fire Department	No violations	closed
1/26/2010	Washington Department of Ecology	Facility inspection. No violations	closed
9/30/2010	Washington Department of Ecology	Facility inspection. No violations	closed
6/21/2011	City of Tacoma	Facility inspection. No violations	closed
7/24/2012	Washington Department of Ecology	Facility inspection. No violations	closed

Disposal Site Name:	SES – Avalon; dba Chemical Reclamation Services, LLC	
Mailing Address:	PO Box 69	
	Avalon, TX 76623	
Facility Address(es):	405 Powell St	EPA ID#: TXD 046 844 700
	Avalon, TX 76623	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Oil paints, solvents, fuel value wastes	
Brief description of treatment/disposal methods:	<p>RCRA Part B, CERCLA approved; solvent recovery; Fuel Blending; Treated waste goes to another facility for ultimate disposal</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>See attached</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

PSC Environmental Services 5 Year Facility Compliance History

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Chemical Reclamation Services, LLC 405 Powell Street Avalon, TX 76623 EPA ID# TXD046844700			
Issue Date	Issuing Agency	Alleged Violation	Disposition/Settlement
Sept 28 th -30 th , 2011	TCEQ Region 4	IHW Compliance Evaluation Investigation (CEI)	Resolved by letter of no further action, and resolution of alleged violations, dated 08/13/2012.
3/29/10 to 3/30/10	TCEQ	Site Visit due to facility fire.	None
02/09-10/2010 and 02/17/2010	TCEQ Region 4	IHW C Compliance Evaluation Investigation (CEI)	Seven (7) Alleged Violation (AOVs) – Minor Violations related to containment crack repair, improper labeling, reporting issues and satellite accumulation issues. 1 Resolved AOV (resolved during the inspection). Three (3) Additional Comments related to paperwork issues. TCEQ letter of Compliance received 3\30\2011 –. No Violations cited.
2/4/09	OSHA	Incident Investigation due to employee death. Determined to be natural causes.	None
12/17/08	TCEQ	Notice of Deficiency, no site visit. Update to closure costs was not current.	Update to closure costs was not current. Facility submitted update and closed NOD.
10/18/07	TCEQ	Site Visit	None

Disposal Site Name:	AERC		
Mailing Address:	30677 Huntwood Ave		
	Hayward, CA 94544		
Facility Address(es):	30677 Huntwood Ave	EPA ID#: CAD 982 411 993	
	Hayward, CA 94544	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Fluorescent lamps		
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Recycling of fluorescent lamps</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Ash Grove Cement		
Mailing Address:	1801 N Santa Fe St		
	Chanute, KS 66720		
Facility Address(es):	1801 N Santa Fe St	EPA ID#: KSD 031 203 318	
	Chanute, KS 66720	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Oil based paints		
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Haz Waste Cement Kiln</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Battery Solutions	
Mailing Address:	2618 North Ogden, #105	
	Mesa, AZ 85212	
Facility Address(es):	2618 North Ogden, #105	EPA ID#: ARZ 000 450 490
	Mesa, AZ 85212	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Batteries	
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Recycling of batteries</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	Clean Harbors - Aragonite		
Mailing Address:	11600 North Aptus Rd		
	Aragonite, UT 84029		
Facility Address(es):	11600 North Aptus Rd	EPA ID#: UTD 981 552 177	
	Aragonite, UT 84029	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Poisons, pesticides, herbicides, oxidizers, corrosives, PCBs – CERCLA approved		
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Destructive Incineration, RCRA TSCA, Non haz</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	DeMenno/Kerdoon	
Mailing Address:	2000 N Alameda St	
	Compton, CA 90222	
Facility Address(es):	2000 N Alameda St	EPA ID#: CAT 080 013 352
	Compton, CA 90222	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Antifreeze, Used Oil, Oil Filters	
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Recycler of antifreeze, used oil, oil filters</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	Environmental Enterprises Inc (EEI)		
Mailing Address:	4650 Spring Grove Ave		
	Cincinnati, OH 45232		
Facility Address(es):	4650 Spring Grove Ave	EPA ID#: OHD 083 377 010	
	Cincinnati, OH 45232	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Aerosols		
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Wastewater treatment RCRA</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Heritage – Von Roll America, Inc/WTI		
Mailing Address:	1250 Saint George Street		
	East Liverpool, OH 43920		
Facility Address(es):	1250 Saint George Street	EPA ID#:OHD 980 613 541	
	East Liverpool, OH 43920	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Poisons, pesticides, herbicides, oxidizers, corrosives		
Brief description of treatment/disposal methods:	<p>Ultimate disposal site: Destructive Incineration, RCRA, Non-haz</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Interstate Battery	
Mailing Address:	3701 Pell Circle	
	Sacramento, CA 95838	
Facility Address(es):	3701 Pell Circle	EPA ID#: CAL 000 358 762
	Sacramento, CA 95838	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Lead Acid Batteries	
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Recycling of Lead Acid Batteries</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	Kamps Propane/Blue Rhino division		
Mailing Address:	1915 Moffat Blvd		
	Manteca, CA 95336		
Facility Address(es):	1915 Moffat Blvd	EPA ID#: None	
	Manteca, CA 95336	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Propane cylinders		
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Recycling of propane cylinders</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Lighting Resources, Inc		
Mailing Address:	805 East Francis St		
	Ontario, CA 91761		
Facility Address(es):	805 East Francis St	EPA ID#: CAR 000 156 125	
	Ontario, CA 91761	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Fluorescent lamps, Ballasts		
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Recycling</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Lone Star Industries (Buzzi)	
Mailing Address:	2524 S Sprigg St	
	Cape Girardeau, MO 63701	
Facility Address(es):	2524 S Sprigg St	EPA ID#: MOD 981 127 319
	Cape Girardeau, MO 63701	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Paint related material, oil paints, flammable liquids – CERCLA approved	
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Haz Waste Cement Kiln, RCRA</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	WM – Mercury Waste Solutions	
Mailing Address:	21211 Durand Ave	
	Union Grove, WI 53182	
Facility Address(es):	21211 Durand Ave	EPA ID#: WIR 000 000 356
	Union Grove, WI 53182	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Mercury Wastes	
Brief description of treatment/disposal methods:	<p>Ultimate Disposal: Recycling of RCRA Mercury Wastes</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	Container Management Services, LLC /Myers Container		
Mailing Address:	21301 Cloud Way		
	Hayward, CA 94545		
Facility Address(es):	21301 Cloud Way	EPA ID#: CAR 000 031 526	
	Hayward, CA 94545	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Empty drums		
Brief description of treatment/disposal methods:	<p>Ultimate Disposal Site – empty drum recycler</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator))</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Rineco Chemical		
Mailing Address:	819 Vulcan Road		
	Benton, AR 72015		
Facility Address(es):	819 Vulcan Road	EPA ID#: ARD 981 057 870	
	Benton, AR 72015	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Paint related material, oil paints, flammable liquids/solids/aerosols		
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Haz Waste Cement Kiln; RCRA/Aerosol Crusher</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Ross Incineration Services, Inc		
Mailing Address:	36790 Giles Road		
	Grafton, OH 44044		
Facility Address(es):	36790 Giles Road	EPA ID#: OHD 048 415 665	
	Grafton, OH 44044	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Poisons, pesticides, herbicides, oxidizers, corrosives		
Brief description of treatment/disposal methods:	<p>Final Disposal: Destructive Incineration</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	Treatment One (SET)		
Mailing Address:	5743 Cheswood St		
	Houston TX 77087		
Facility Address(es):	5743 Cheswood St	EPA ID#: TXD 055 135 388	
	Houston TX 77087	EPA ID#:	
		EPA ID#:	
Waste Streams Handled:	Cylinders		
Brief description of treatment/disposal methods:	<p>Final Disposal: Cylinders</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator]</p>		
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>		

Disposal Site Name:	US Ecology	
Mailing Address:	PO Box 578	
	Beatty, NV 89003	
Facility Address(es):	Hwy 95, 11 Miles S of Beatty	EPA ID#: NVT 330 010 000
	Beatty, NV 89003	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Treatment Residues, contaminated empty containers	
Brief description of treatment/disposal methods:	<p>Final Disposal: Class 1 Hazardous Waste Landfill</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

Disposal Site Name:	Visions Paint Recycling	
Mailing Address:	4481 Kilzer Ave	
	McClellan, CA 95652	
Facility Address(es):	4481 Kilzer Ave	EPA ID#: CAL 000 336 106
	McClellan, CA 95652	EPA ID#:
		EPA ID#:
Waste Streams Handled:	Latex Paint	
Brief description of treatment/disposal methods:	<p>Ultimate disposal: Latex Paint Recycling</p> <p>[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]</p>	
Summary of compliance history:	<p>Please see http://echo.epa.gov/facilities/facility-search?mediaSelected=rcra</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

ATTACHMENT H - TRAINING

Contractor will provide the following Trainings as requested by County:

40-hour OSHA HAZWOPER - \$100/PERSON

8-hour Refresher – No Charge

First Aid/CPR – No Charge

First Aid/CPR - TBD

DOT HM181 - TBD

Lab Packing - TBD

Forklift - TBD

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

MELINDA RATH

Name of Contractor(s):

Stericycle Environmental Solutions, Inc.

Street Address or P.O. Box:

11855 White Rock Road

City, State, Zip Code:

Rancho Cordova, CA 95742

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Melinda Rath

Title of Authorized Official:

VICE PRESIDENT, MFG. & INDUSTRIAL SALES

Date:

5/15/15

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."