

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **JULY 10, 2007**

From:  **JAMES DURFEE / WILL DICKINSON**

Subject: **HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS – COLFAX AND FORESTHILL**

RECOMMENDED ACTION:

1. Authorize the Director of Facility Services to sign an Agreement with 21st Century Environmental Management Inc. of Nevada (PSC) to conduct one-day Household Hazardous Waste (HHW) collection events in Colfax and Foresthill.
2. Authorize the Director of Facility Services to file the attached Notice of Exemption for the two one-day HHW events, based on staff's findings that this project is exempt from further review under the California Environmental Quality Act (CEQA).

BACKGROUND: Household Hazardous Waste (HHW) constitutes a public health hazard and a threat to the environment, and cannot be disposed of as part of residential household waste. Residents and businesses in Placer County (County) have the opportunity to dispose of HHW at permanent facilities located near Lincoln and Truckee. However, the location of these facilities may not be convenient to residents or businesses in the Colfax and Foresthill areas.

To address this issue and improve customer convenience, the County conducted one-day HHW events in Colfax and Foresthill last year. This year, Procurement Services issued a Request for Qualifications (RFQ) to conduct the temporary HHW collection events throughout the County. Statements of Qualifications (SOQs) were received from three firms. Based upon the criteria in the RFQ and the evaluation panel's review of the SOQs, your Board approved two of the three firms to Qualified List #9672 on May 8, 2007: PSC and Clean Harbors.

Based on their previous experience, comparable services and pricing, staff has negotiated an Agreement with PSC to conduct collection events scheduled for Saturday, August 4, 2007 in Colfax; and Saturday, September 29, 2007 in Foresthill. The events will take place at the former Georgia-Pacific Mill Site in Foresthill, and at Colfax High School. Local residents may participate in these events at no charge. Businesses that qualify as Conditionally Exempt Small Quantity Generators (CESQG) may also participate in these events. However, they are required to pay service fees for collection of their HHW. CESQGs are defined as businesses that generate less than 220 pounds or 27 gallons of HHW per month.

ENVIRONMENTAL CLEARANCE: Staff has determined that this project is exempt from environmental review by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (Section 15081(b)(3) of the CEQA Guidelines). A copy of the Notice of Exemption is attached.

FISCAL IMPACT: The cost for providing the services defined in the Agreement is estimated at \$40,000 per event. The actual cost will vary depending on the number of participants and the quantity and type of wastes collected. Costs associated with the collection of wastes from CESQGs will be paid for by the businesses that drop off the waste at either event.

313

Board of Supervisors
Household Hazardous Waste Collection Events
July 10, 2007
Page 2

Sufficient funds for the Agreement and advertising are available in the Solid Waste Management budget.

JD/WD:mjw

cc: COUNTY EXECUTIVE OFFICE

ATTACHMENTS: AGREEMENT / 21ST CENTURY ENV. MANAGEMENT INC. OF NEV
NOTICE OF EXEMPTION

t:\fac\bsmemo2007\HHW event

Contract No.: _____

Administering Agency: **County of Placer / Department of Facility Services /
Environmental Engineering**

Contract Description: **Household Hazardous Waste Collection Events – Colfax and
Foresthill**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2007, by and between the County of Placer, a political subdivision of the State of California ("County"), and PSC 21st Century EMI of Nevada. ("Consultant") a Nevada Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services
Attn: Michelle J. White, Environmental Resource Specialist
Environmental Engineering Division
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-886-4923
Fax: 530-889-6809

CONSULTANT: PSC 21st Century EMI of Nevada
Attn: Marc Winkler, Project Manager
535 Getty Court, Suite H
Benicia, CA 94510
Phone: 707-748-3040
Fax: 707-748-3074

REMIT TO:
PSC 21st Century EMI of Nevada
PO Box 3069
Department 4
Houston, TX 77253-3069
Phone: 707-748-3040
Fax: 707-748-3074

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
James Durfee, Director of Facility Services

Date: _____

PSC 21st Century EMI of Nevada, CONSULTANT

By: _____
Bruce Roberson,
President

Date: _____

By: _____
Deborah S. Huston,
Vice President, Secretary and General Counsel

Date: _____

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

1. Signatures of two corporate officers as follows: the signature of either the President or Vice President, and the signature of either the Secretary or Treasurer, or;
2. Signature of one officer, if an authenticated Resolution or other legal authorization permitting a single officer's signature is also provided, or;
3. Signature of one corporate officer, if that person is both (1) the President or Vice President, and (2) Secretary or Treasurer.

Attachment A: Scope of Services

Attachment D: General Provisions

Attachment A-1: Scope of Work

Attachment E: Confidential Accounting Information

Attachment A-2: Project Schedule

Attachment B: Payment for Services Rendered

Attachment B-1: Project Cost

Attachment B-2: CESQG Rate Schedule

Attachment C: Facilities, Equipment, and Other Materials and Obligations of County

EXHIBIT A

SCOPE OF SERVICES

The scope of services is described in the Scope of Work attached as Exhibit A-1. Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services; however, in no event shall such amendments create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work within the time limits set forth in the attached exhibits, Exhibit A-1 and Exhibit A-2.

EXHIBIT A-1

SCOPE OF WORK

General

The scope of this Agreement consists of planning, arranging and conducting two temporary Household Hazardous Waste (HHW) collection events ("Event"), one each in the Colfax and Foresthill areas for Placer County residents and Conditionally Exempt Small Quantity Generators (CESQGs). Costs for collection and disposal of wastes delivered by residents will be paid for by the County. All costs associated with receipt, handling, processing and disposing of hazardous wastes delivered by CESQGs will be paid for by the individual CESQGs utilizing the services. The County will not be responsible for any costs associated with receipt, handling, processing or disposing of hazardous wastes delivered by CESQGs.

Consultant shall perform all of the services required herein in full compliance with all Federal, State and local laws and ordinances. This exhibit sets forth the performance responsibilities, operational requirements and financial obligations of Consultant and County for purposes of conducting the Events.

Task 1: Date and Location of Events: Consultant shall conduct the Events simultaneously on Saturday, August 4, 2007 in Colfax and on Saturday, September 29, 2007 in Foresthill.

Each Event's hours shall be as follows:

- HHW shall be accepted from Placer County residents between the hours of 8:00 a.m. and 4:00 p.m. The event site setup shall be completed by 7:30 a.m. at each location.
- Hazardous wastes shall be accepted from CESQGs, by appointment only, after 4:00 p.m. the day of each of Event. Consultant shall be available to receive waste from every CESQG who makes an appointment and complies with all requirements listed in Task 4.

Consultant shall be responsible for obtaining the site-use agreements for the Event sites; including paying any rental fees and permit fees for the use of each site. Consultant shall also be responsible for obtaining approval of the operating hours and setup and teardown times from the sites owners/managers and the County. County shall notify all necessary agencies prior to the Events (i.e. California Department of Forestry, Placer County Sheriff, etc.). Consultant shall acquire insurance for the Events as required by Federal, State or local law, whichever coverage is greater.

Deliverables:

- Copy of Event site use agreements with each site owner/manager.

Task 2: Develop Event Work Plans: Consultant shall develop site-specific work plans for each site that describes all aspects of each Event including, but not limited to, the elements listed below:

- **Acceptable and Unacceptable Materials:** Consultant shall accept, for transportation and disposal, hazardous wastes typically produced by households and CESQGs. Wastes that are not in their original containers will be accepted as "known" wastes provided the contents of the container are labeled. Unknown wastes, if acceptable, will be field tested and packaged for proper disposal by Consultant. Consultant shall accept at least the following substances.

Pesticides	Varnish, lacquer & shellac
Herbicides	Compressed gas cylinders (< 5 gal.)
Pool chemicals	Small aerosol cans
Creosote	Asbestos
Mothballs	Liquids from engine & radiator flushes
Ammonia	Brake fluid
Household Cleaners	Motor oil (including contaminated oil)
Cesspool cleaners	Used oil filters
Bleach	Gasoline/kerosene & other flammables
Arts and crafts supplies	Radiator cleaners
Old chemistry sets	Antifreeze
Muriatic acid	Transmission fluid
Solvents	Batteries
Wood preservatives	Drain cleaners
Wood strippers	Metal polish
Paint thinner	Photo chemicals
Sealants	Dry cleaning fluids
Oil based paint	Rust preventatives
Latex Paint	Home-generated hypodermic- needles (sharps)
Fluorescent lamps	
Mercury	

Consultant shall refuse any waste deemed unsafe to handle or unsuitable for collection. Such wastes include:

- Large quantities of unknown materials
- Radioactive waste
- Explosives, gunpowder, flares, ammunition
- Unstable wastes
- Pressurized fire extinguishers
- Unknown gas cylinders
- Substances regulated by the Drug Enforcement Agency
- Medical waste (except home generated sharps)
- Electronic Devices

Consultant is not required to collect municipal solid waste.

- **Site configurations:** Consultant shall provide a map of the Event sites (to scale) that identifies the location of major components of the Event operation (vehicle entrance and exit, collection area, storage area, consolidation area, first aid station and decontamination area, etc.).

- **Staffing Requirements:** Consultant shall staff each Event with at a minimum, the following personnel:

<u>Title</u>	<u>Minimum Number</u>
Site Supervisor	1
Chemist	2
Technician	14
Traffic Control / Greeters	3
TOTAL	20

The County estimates, but does not guarantee, that approximately 400 residents (vehicles) will utilize the services the day of each Event. The County makes no estimate of the number of CESQGs that may utilize the service. Consultant shall provide sufficient staff to insure customers shall be served within 15 minutes of their arrival. Consultant shall only employ adequately trained personnel and shall include up-to-date records for such personnel as deemed appropriate by the County or as required by Federal, State and/or local laws and ordinances in effect at the time of each Event. Consultant acknowledges that the County or City of Colfax may have staff members in attendance at each Event to observe the Event and to conduct their own survey of the participants. Consultant shall provide Surveyors to direct vehicles and perform all participant surveys necessary for reporting purposes. The County reserves the right to determine staffing adequacy for each event.

- **Equipment Requirements:** Consultant shall identify and supply all equipment necessary to conduct the Events. Consultant shall identify which pieces of equipment, if any, will need to be purchased or rented specifically for each Event and which pieces of equipment, if any, Consultant leases or owns. Consultant shall utilize at least one 2 foot tall traffic cone every 10-15 feet to delineate the event traffic lanes. As well, at least two directional signs, indicating the type of event, shall be placed at the main cross streets of the event. The directional signs shall be in least 2' x 2' in size.

If restroom facilities are not available for each Event, Consultant shall provide portable facilities.

- **Material Handling Procedures:** Consultant shall provide detailed procedures of the manner in which wastes will be accepted, identified and handled (if wastes are not labeled), sorted, consolidated, packaged, stored and labeled, manifested and transported off-site for recycling or disposal. Wastes shall be handled in compliance with all permit conditions and Federal, State and/or local laws and ordinances.

Consultant shall consolidate, as appropriate, similar wastes to reduce the number of containers to be transported off site.

Consultant shall have an area set aside for the classification of unknown compounds. Consultant's personnel shall perform the quantitative and qualitative tests to determine the physical and chemical properties of each unknown compound to classify its compatibility for packaging.

- **Recycling and Disposal Facilities:** Consultant shall include the name and location of all recycling, treatment or disposal facilities to which the collected hazardous waste will be taken. Consultant shall assume responsibility for all additional costs incurring as the result (directly or indirectly) of a facility refusing to take waste from Consultant or re-packing and manifesting of misdirected or rejected wastes.

Consultant shall recycle the maximum amount of wastes that are commercially and economically feasible to do so, as determined by the County. All waste generated at the Events shall be collected, transported and recycled or disposed of in a manner and location in accordance with all Federal, State and local laws and ordinances pertaining to such activities.

All waste shall be shipped directly from each of the collection sites, on the same day of each Event. Costs for transportation and disposal of wastes collected at the Events shall be included in proposed unit prices and no additional fees shall be paid by County for transportation, disposal or testing of collected materials. Consultant shall dispose of all wastes within all regulatory timeframes.

- **Participant Surveys:** County will provide a participant survey for each Event that asks the following information of Event participants: where they are from (zip code), how they heard about the Event, and how to improve the Event. The participant survey shall be brief, but is not limited to the above questions. Consultant shall provide staff to administer this survey to Event participants at each Event.
- **Health and Safety Plans:** Consultant shall prepare a health and safety plan, for each Event, which identifies potential risks, personal protective equipment requirements, training requirements (by staff responsibility), medical surveillance procedures, decontamination procedures, evacuation routes and nearest medical facilities, accident reporting and accident follow-up procedures.
- **Contingency Plan & Emergency Response Plans:** Consultant shall prepare a contingency plan and emergency response plan, for each Event, that addresses measures taken by Consultant in the event of waste spills, personnel injuries, fire, security breaches and natural or man-made disasters. Consultant shall provide a copy of the contingency plan and emergency response plans to the County. The County shall distribute the contingency plan and emergency response plans to all other necessary agencies (i.e. California Department of Forestry, Placer County Sheriff, Consolidated Uniform Program Agency (CUPA), Department of Toxic Substances Control (DTSC), the nearest Hospital, Placer County Emergency Services, etc.).

Consultant shall deliver one (1) copy of each draft site specific Event Work Plan to the County, not later than July 16, 2007, for review by the County. Consultant shall revise the Event Work Plans per the County's comments and submit one (1) copy of the final Event Work Plan to the County, not later than July 25, 2007. Consultant shall have at least one copy of the approved final Event Work Plan at each Event site available for review upon request.

As part of this task, Consultant shall arrange and attend one meeting at each Event site with the County and the site owner/manager of each Event site. The intent of the

meeting is to discuss site-specific issues of each Event. This meeting shall occur no later than July 13, 2007.

Deliverables:

- One Event Work Plan for each site.

Meetings:

- Consultant shall attend at least one meeting with the County and/or the site owner/manager at the location of each Event site .

Task 3: Permits to Conduct Event: County shall be responsible for preparing and submitting the Permit By Rule (PBR). Upon the County's request, Consultant shall provide any and all information required by the County to complete the PBR notification. The County shall submit the completed PBR to the CUPA and the DTSC. County shall obtain all other permits from the appropriate regulatory agencies, if any, necessary to conduct the Event. County shall provide copies of all permits to the Consultant for incorporation into each Event work plan. Other than the PBR, Consultant shall be responsible for all applicable permit fees for this Event, if any. Consultant shall be responsible for complying with all permit conditions.

Deliverables:

- Copies of all permits necessary to conduct the Events shall be available at each Event site.

Task 4: CESQG Appointments: Consultant shall accept wastes from CESQGs by appointment only. All CESQG appointments will be arranged and managed by Consultant. Consultant shall utilize their toll free number to receive calls for appointments. Consultant shall respond to all requests for appointments within 24 hours. Consultant is not required to accept appointment requests from calls made less than 48 hours prior to the day of the Event.

Consultant is required to have each CESQG sign an affidavit stating that the hazardous waste being delivered to the Event site was generated at their business. Consultant may require waste inventories from the generator prior to providing an appointment.

Consultant may charge a fee to each CESQG. Consultant shall inform the CESQG the estimated cost of disposal for the items after receipt of the waste inventory.

Task 5: Conduct Event: Consultant shall conduct each Event on the day, time, and location, stipulated in Task 1; in accordance with the approved Event Work Plan for that site; and in compliance with all permit conditions and Federal, State, and/or local laws and ordinances. Consultant shall perform all setup and teardown activities, and be set up at least one half-hour prior to each Event start time as stated in Task 1. Consultant shall provide all signage for each Event for including, but not limited to: no smoking, spill response station, and traffic direction. Consultant shall also provide cones and markers for ingress, egress, and queuing areas for vehicles. The Event shall be conducted regardless of weather unless the weather poses a significant safety or environmental concern, as determined by the County. Consultant shall insure that all wastes collected during the Event shall be properly containerized, labeled and hauled off-site the same day as the Event.

Consultant shall not be responsible for advertisement of the Events. All advertising will be the responsibility of the County and it's affiliates.

Task 6: Record Keeping and Final Reporting: Within thirty (30) days of the completion of the Events, Consultant shall submit a Final Report for each Event to the County which includes at least the following information:

- A brief summary of the Event including a listing of the successful and unsuccessful elements of the Event (for purposes of improving the service to the public during future events).
- Number of residents (vehicles) that utilized the services of the Event.
- Receipts from CESQGs utilizing the services of the Event, which includes the amount of material delivered by, and the amount charged to, each CESQG.
- Copies of the affidavits signed by each CESQG (as described in Task 4).
- Manifests and bills of lading for all wastes collected and transported off-site.
- Disposal billing receipts.
- Subcontractor billing records (if applicable).
- Equipment purchase or rental receipts (if applicable).
- A completed DTSC Form 303, in both electronic and hard copy formats, that accurately reflects all wastes collected and transported off-site for disposal or recycling. The Consultant shall provide notification of the location of the final disposal site for HHW and CESQG waste collected at the Event.
- Permit application fees (if applicable).

Deliverables:

- Final Report of each Event.

**EXHIBIT A-2
PROJECT SCHEDULE**

		Date From:	Date Due:
1	Signed Contract from County	10-Jul-07	10-Jul-07
2	Conduct Site Walk	10-Jul-07	13- Jul -07
3	Prepare and Submit Draft Event Work Plan	10-Jul-07	16- Jul -07
4	County Review Draft Event Work Plan*	16- Jul -07	20- Jul -07
5	Revise and Resubmit Event Work Plan (Final)	23- Jul -07	25- Jul -07
6	Conduct HHW Events	Colfax 04- Aug-07	Foresthill
7	Prepare and Submit Final Report	Within 1 week of each Event	
8	Review Final Report*	Within 4 weeks of each Event	
9	Revise and Resubmit Final Report	Within 1 week of receiving County comments	

*County will perform this work

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the County at the unit prices and amounts shown in Exhibit B-1.

Consultant shall submit an invoice within one month after the work is completed. The invoice shall describe in detail the number of vehicles serviced, the actual work performed, and the expenses for which reimbursement is requested, and a breakdown by volume or weight of HHW materials received. Provided the work has been satisfactorily performed, County shall pay the invoice within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in the invoice.

The County may, in its sole discretion, withhold up to ten percent (10%) of payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, County shall release and pay any withheld retention.

EXHIBIT B-1

PROJECT COSTS

HHW Collection Day Fixed Costs (includes Mobilization, Demobilization and Labor)	
Estimated Number of Vehicles	Flat Fee
351-400	\$9,200 per collection event

Disposal Costs

The unit disposal costs include the cost of drums, packaging material, transportation, recycling and disposal.

Waste Category	Yard Box	55-gallon Drum	30-gallon Drum	20-gallon Drum	10-gallon Drum	5-gallon Drum	Other
Flammable Solids	\$640	\$220	\$180	\$130	\$130	\$65	
Flammable Liquids	\$445	\$155	\$130	\$100	\$100	\$65	
Bulked Flammable Liquids	N/A	\$140	\$120	\$90	\$90	\$65	
Oil-based Paint & Related	\$445	\$155	\$130	\$90	\$90	\$65	
Poison Solids	\$685	\$235	\$190	\$160	\$160	\$75	
Poison Liquids	\$685	\$235	\$190	\$160	\$160	\$75	
Reactives	\$1,050	\$420	\$330	\$330	\$220	\$115	
Inorganic Acid*	\$565	\$195	\$160	\$115	\$115	\$60	
Organic Acid	\$565	\$195	\$160	\$115	\$115	\$60	
Inorganic Base*	\$565	\$195	\$160	\$115	\$115	\$60	
Organic Base	\$565	\$195	\$160	\$115	\$115	\$60	
Neutral Oxidizer	\$820	\$280	\$225	\$160	\$160	\$80	
Organic Peroxide	N/A	\$1,420	\$1,065	\$710	\$710	\$355	
Oxidizing Base*	\$565	\$195	\$160	\$115	\$115	\$60	
PCB-Containing Paint	N/A	\$880	\$680	\$460	\$460	\$225	
Other PCB Waste	N/A	\$880	\$680	\$460	\$460	\$225	
Corrosive Aerosols	\$710	\$240	\$195	\$140	\$140	\$70	
Flammable Aerosols	\$590	\$210	\$180	\$135	\$135	\$65	
Poison Aerosols	\$710	\$240	\$195	\$140	\$140	\$70	
Antifreeze	\$390	\$140	\$120	\$80	\$80	\$55	
Lead Acid Batteries, Automotive	No Charge						

326

EXHIBIT B-1 Continued

Waste Category	Yard Box	55-gallon Drum	30-gallon Drum	20-gallon Drum	10-gallon Drum	5-gallon Drum	Other
Fluorescent Light Bulbs (Linear Foot)	N/A	N/A	N/A	N/A	N/A	N/A	\$.18 per linear ft
Latex Paint (recyclable)	\$400	\$145	\$120	\$120	\$85	\$55	
Motor Oil	\$350	\$100	\$85	\$85	\$60	\$50	
Oil filters	\$210	\$70	\$60	\$60	\$50	\$50	
Mercury	N/A	\$1,500	\$1,135	\$1,135	\$750	\$375	
Medical Waste	N/A	\$125	\$100	\$100	\$75	\$50	
Household Batteries (Recyclable)	\$2,250	\$750	\$500	\$500	\$375	\$188	
Household Batteries (Non-recyclable)	\$400	\$135	\$110	\$110	\$75	\$50	
Class 9/ Non-RCRA	\$645	\$215	\$172	\$139	\$118	\$70	
Class 9/ Non-RCRA	\$560	\$160	\$120	\$90	\$80	\$50	
Asbestos	\$330	\$100	\$85	\$85	\$60	\$50	
Propane Cylinders	N/A	N/A	N/A	N/A	N/A	N/A	
Other							

**EXHIBIT B-2
CESQG Rate Schedule**

CESQG Rate Schedule		
Waste Category	Cost Per Gallon	Cost Per Pound
Flammable Solids	\$8.00	\$2.00
Flammable Liquids	\$5.00	\$1.00
Bulked Flammable Liquids	\$3.50	\$0.50
Oil-based Paint & Related	\$5.00	\$1.00
Poison Liquids	\$8.00	\$2.00
Poison Solids	\$8.00	\$2.00
Labpacks, Non reactive	\$20.00	\$2.00
Labpacks, Reactive	\$6.00	\$5.00
Inorganic Acid	\$6.00	\$1.50
Organic Acid	\$6.00	\$1.50
Inorganic Base	\$6.00	\$1.50
Organic Base	\$6.00	\$1.50
Oxidizers	\$6.00	\$1.50
Organic Peroxide	\$8.00	\$2.00
PCB's	\$20.00	\$5.00
Aerosols	\$7.50	\$2.50
Compressed Gases	Case by Case	Case by Case
Fluorescent Light Tubes	\$.12/ft	\$.12/ft
Alkaline Batteries	\$12.00	\$1.00
Mercury	\$8.00	\$0.50
NiCad Batteries	\$12.00	\$1.00
Class 9/Non RCRA	\$8.00	\$2.00
Fertilizers	\$8.00	\$2.00
Asbestos	\$6.00	\$1.50
Contaminated Soil	\$10.00	\$2.50
Latex	\$4.00	\$1.00
Oil	\$4.00	\$1.00
Oil Filters	\$4.00	\$1.00
Antifreeze	\$5.00	\$1.25
Processing Fee		\$30/Appointment

328

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manger.
2. Provide the Consultant with all existing relevant information, although it is primarily the Consultant's responsibility to complete all background information.
3. Perform all advertising for the Events.
4. Promptly notify the Consultant of any fault of defect relating to the performance of the Consultant's services herein.
5. County shall promptly review any and all documents and materials submitted by the Consultant.
6. County shall prepare and submit permit applications to the appropriate regulatory agencies, necessary to conduct the Events.

All other information, facilities, and equipment required to complete the services described Exhibit A and Exhibit A-1 of this Agreement shall be provided by the Consultant.

**EXHIBIT D
GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.

2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. **Workers' Compensation and Employers' Liability Insurance**
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
 - 4) Consultant shall require all Subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers Compensation shall be filed forthwith with the County upon demand.
 - B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions: Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the

contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions)

- 1) Professional Liability insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000.00)

5. Indemnity. Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, liabilities or damages, claims and liens, of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character due to negligent performance, recklessness, or willful misconduct of Consultant. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability; but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this contract or agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers.

6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. **Personnel.**

A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.

B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. Conflict of Interest. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws.** The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

19. **Construction and Interpretation.** It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

NOTICE OF EXEMPTION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Placer County Clerk
2952 Richardson Dr.
Auburn, CA 95603

From: Placer County Department of Facility Services
11476 C Avenue
Auburn, CA 95603

Project Title: Temporary Household Hazardous Waste Collection Events – Colfax and Foresthill areas

Project Locations: Colfax High School site and the former Georgia-Pacific Mill site in Foresthill (APN 007-030-024)

County: Placer

Description of Project: Conduct two one-day collection events in the Colfax and Foresthill areas for residential and Conditionally Exempt Small Quantity Generator (CESQG) hazardous waste. PSC 21st Century EMI of Nevada will conduct the events under contract with Placer County.

Public Agencies Approving and Carrying Out Project: Placer County and the City of Colfax

Exempt Status: (check one and cite)

- Ministerial -
- Declared Emergency -
- X Categorical - Section 15061(b)(3) of the CEQA Guidelines
- Statutory -

Reason Why Project is Exempt: This project is exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined with certainty that due to the project locations, limited durations, restrictions on the amounts of materials that can be transported to the sites, and the specialized training of the contract operator, conducting two one-day collection events for residential and CESQG hazardous waste would not have a significant effect on the environment.

Lead Agency Contact: Thom Carmichael, R.E.H.S. (530) 886-4984

Signature: _____
James Durfee, Director
Placer County Department of Facility Services

Date: _____