

SCOPE OF SERVICES

EXHIBIT A

SECTION I. SCOPE OF SERVICES

A. HHW/CESQG WASTE COLLECTION EVENTS

This Subdivision A of Section I describes CONTRACTOR's services and the COUNTY's obligations with respect to EVENTS for collection of household hazardous waste (HHW), and/or waste generated by conditionally exempt small quantity generators (CESQGs), collected and handled at temporary or permanent facility EVENTS, as defined in California Health and Safety Code (HSC) § 25218 and California Code of Regulations (CCR) Title 22, § 67450. Antifreeze, Battery, Oil, and Paint (ABOP) and ELECTRONIC WASTE (E-WASTE) collection EVENTS are addressed within Section 1, Subdivisions B and C respectively.

Upon issuance of, and in accordance with, a NOTICE TO PROCEED issued by the COUNTY, CONTRACTOR shall provide services for collecting and handling HHW and/or CESQG WASTE at a temporary or permanent facility. The EVENT shall be at one of the HAZARDOUS WASTE COLLECTION FACILITIES, as specified by the COUNTY in the NOTICE TO PROCEED. Before issuing the NOTICE TO PROCEED, the COUNTY shall consult with CONTRACTOR as to the specific site of the EVENT. The NOTICE TO PROCEED shall also define the precise duration of the EVENT consistent with applicable state regulations governing temporary or permanent facility collection EVENTS. At the EVENT, CONTRACTOR shall collect and handle HHW, and/or CESQG WASTE delivered to the EVENT by PARTICIPANTS and shall arrange for transport of such materials to an approved, permitted facility for recycling, treatment, incineration and/or disposal.

Specific responsibilities for any such EVENT (unless certain service options are otherwise specified in the NOTICE TO PROCEED) are as follows:

1. Responsibilities of the COUNTY
 - a. Permits and Variances - The COUNTY shall obtain, or arrange to obtain, an Environmental Protection Agency identification number (CAH#) applicable to HHW and/or CESQG WASTE collection programs for the selected site, all local land use permits for the selected site, and shall take any action necessary to comply with the California Environmental Quality Act (CEQA) for each EVENT. In the NOTICE TO PROCEED, the COUNTY may require CONTRACTOR to obtain all other applicable permits and variances required by local, state, and federal agencies for the EVENT.
 - b. Local Emergency Response - The COUNTY shall contact and coordinate with local agencies responsible for fire and hazardous waste emergency response, and shall assist CONTRACTOR in establishing contingency measures should an incident occur. The COUNTY shall arrange for any necessary off-site traffic control to be conducted by appropriate law enforcement personnel.
 - c. Publicity and Informational Materials - The COUNTY may, in its discretion, arrange to publicize the EVENT and in such circumstances may choose the manner of such publicity. The COUNTY may arrange to provide questionnaires and other public information materials for distribution by CONTRACTOR to EVENT PARTICIPANTS. While not obligated to do so, the COUNTY shall, as feasible, provide EVENT publicity identifying acceptable and unacceptable waste types and inform PARTICIPANTS of transportation limitations established by the Department of Transportation (DOT).

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- d. Appointment Based System - The COUNTY shall provide an online registration page and information phone line for the scheduling of residential appointments prior to each EVENT. The COUNTY shall arrange for notification to be electronically mailed to PARTICIPANTS advising them of their appointment time, location, materials to be collected, and proper packaging guidelines to transport HHW or CESQG WASTE to the EVENT.
- e. Identification of PARTICIPANT Residency or Location - While scheduling appointments, the COUNTY shall use a computer database to identify residency of EVENT PARTICIPANTS by jurisdiction and shall further obtain such information from PARTICIPANTS without appointments.
- f. Event Operations - The COUNTY shall provide at least one staff member at each EVENT to monitor operations, administer change orders, and provide MOU PARTY representation to CONTRACTOR.
- g. Other Programs - The COUNTY shall provide the personnel, equipment and supplies to operate the GRAFFITI ABATEMENT and MATERIAL EXCHANGE PROGRAMS. The COUNTY shall provide CONTRACTOR with a list of materials designated for the MATERIAL EXCHANGE PROGRAM and shall be responsible for obtaining signed liability waivers from program PARTICIPANTS and shall maintain an inventory of materials diverted for reuse through the program.
- h. Monitoring - The COUNTY, and any MOU PARTY, may monitor CONTRACTOR's performance throughout the EVENT, including review of the bulking and packaging areas. Such monitoring shall not relieve CONTRACTOR from any responsibility to handle wastes in accordance with applicable laws and regulations.
- i. Types of HHW Handled and Waste Management Method Utilized - Prior to each EVENT, the COUNTY shall specify in the NOTICE TO PROCEED the type of wastes to be collected, the transporters and the management method and permitted destination facility to be used for such waste. Unless otherwise agreed, no waste management transporter or destination facility shall be designated in the NOTICE TO PROCEED not already identified in Section IV of this Exhibit.

2. Responsibilities of CONTRACTOR

CONTRACTOR shall perform all of the following tasks in accordance with the performance standards outlined in Section VII of this Exhibit and, unless otherwise expressly indicated, provide all expertise and properly trained and qualified personnel, and all required equipment, material and supplies to accomplish each of its tasks:

- a. General EVENT Operations - Unless otherwise provided in the NOTICE TO PROCEED, CONTRACTOR shall conduct the entire EVENT and shall, including without limitation: set-up and dismantle the site; collect and handle all waste and materials received during EVENT; provide emergency response services when required; distribute and collect public information materials; receive HHW and/or CESQG WASTE; utilize appropriate management methods for waste collected as indicated in the NOTICE TO PROCEED; identify unknown wastes; properly

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segregate and package waste and label containers; provide on-site interim storage; and manifest, transport, recycle, treat, incinerate and/or properly dispose of wastes.

- b. Compliance with Applicable Law - CONTRACTOR shall conduct all activities and services in full compliance with all current applicable federal, state, and local laws, rules, regulations, and ordinances. Upon request by the COUNTY, CONTRACTOR shall obtain and show evidence of all permits required under federal, state, and local regulations prior to, or during the EVENT, which CONTRACTOR is required to obtain under the NOTICE TO PROCEED, except for those permits the COUNTY is required to obtain as stated in paragraph 1. a. of this Subdivision A. CONTRACTOR shall provide all plans as required by the Permit by Rule Regulations for Temporary HHW and CESQG WASTE collection activities, as specified in applicable law and regulation including 22 CCR § 67450.4.
- c. Dates and Hours of Operation - CONTRACTOR shall provide its services on dates designated by the COUNTY in the NOTICE TO PROCEED. CONTRACTOR shall begin accepting PARTICIPANTS into a specific EVENT and cease such collection activities for a specific EVENT in accordance with the times specified in the NOTICE TO PROCEED.
- d. Limitations - CONTRACTOR shall limit EVENT participation to residents and qualified CESQGs located in the unincorporated area of the COUNTY and within jurisdictional limits of the other MOU PARTIES and exclude all others unless otherwise approved by the COUNTY.
- e. Logistics - CONTRACTOR shall develop, in coordination with the COUNTY, a site plan and timetable for setting up the site at each designated location.
- f. Safety Equipment, Specialized Equipment and Supplies - In addition to all general equipment, materials and supplies, CONTRACTOR shall also provide all necessary safety and other specialized equipment, materials, and supplies, including personnel protective equipment (PPE) and spill containment equipment, to ensure safe operations and compliance with all applicable laws and regulations.
- g. Operations/Health and Safety/Contingency Plans -CONTRACTOR shall develop and submit to the COUNTY a draft, site-specific Operations/Health and Safety/Contingency Plan for each temporary EVENT no later than one week prior to the Operations Meeting for the EVENT, which shall be conducted in advance of each EVENT. CONTRACTOR shall consult with the applicable COUNTY and local emergency response personnel in the development of the plan. CONTRACTOR shall provide the draft plan to the COUNTY and other applicable local and state agencies for review, comment and approval where required. The final plan shall be submitted to the County no later than one week prior to the EVENT. Without limitation, the plan shall include: delineated traffic pattern and established work zones for the project site; location of safety showers and eye wash stations, first aid kits, and the appropriate fire extinguishers within the work zones; specify the levels of PPE to be provided for indicated onsite tasks; develop spill response and control measures; specify emergency and spill response procedures specific to that site; indicate evacuation procedures to be followed and identify off-site medical facilities available to assist in emergency situations.
- h. Training, Qualifications, and Number of Personnel - CONTRACTOR shall ensure all staff providing HHW or CESQG WASTE management, emergency response and hazardous spill

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mitigation are appropriately trained and qualified, including, without limitation, such requirements as specified in 8 CCR § 5192, and those set forth in 29 Code of Federal Regulation (CFR) 1910.120 of the Occupational Safety and Health Administration (OSHA). CONTRACTOR shall ensure all supervisors and personnel transporting hazardous waste comply with DOT hazardous materials transportation regulations (HM-126F & HM-181), and 40 CFR Parts 260-265 and 271. CONTRACTOR shall have copies of OSHA certification on site for all personnel providing service at an EVENT. CONTRACTOR shall utilize, at a minimum, the number of personnel indicated in the NOTICE TO PROCEED for all EVENTS.

- i. Site Set Up - CONTRACTOR shall, as required, set up all activities for which CONTRACTOR is responsible under the NOTICE TO PROCEED. CONTRACTOR shall ensure each site is ready for operation 30 minutes prior to the time specified in the Performance Standards, Section VII of this Exhibit. CONTRACTOR shall cover all waste handling areas with a minimum of 6-millimeter polyethylene sheeting, stage drums and containers, set-up the receiving area, set-up the bulking area (as applicable), stage emergency and safety equipment, and set out signage, barricades, and traffic cones.
- j. Site Safety Meeting - CONTRACTOR shall conduct a site safety meeting no later than thirty (30) minutes prior to the specified opening of the EVENT in the presence of all CONTRACTOR personnel, as well as available COUNTY and HOST PARTY personnel. The site safety meeting shall address, at a minimum, the following: emergency procedures, evacuation route; evacuation assembly area; minimum personnel protective equipment (PPE); hot zone activities; decontamination area/ procedure; location of safety stations; unacceptable materials; work assignments; safety concerns (i.e., heat stress, proper lifting techniques, etc.); and the contingency plan.
- k. Public information Materials - CONTRACTOR shall distribute informational materials and collect questionnaires at EVENTS as requested by the COUNTY in the NOTICE TO PROCEED.
- l. Onsite Traffic Control - The number of CONTRACTOR personnel provided for traffic control at any EVENT shall be consistent with the number stated within the NOTICE TO PROCEED. If a temporary EVENT exceeds the size specified within the NOTICE TO PROCEED, CONTRACTOR shall ensure assigned personnel can control traffic beginning from the site entrance, within the waste acceptance area and up to the site exit.
- m. HHW and CESQG WASTE Receiving - CONTRACTOR shall receive HHW and/or CESQG WASTE during the time periods designated in the NOTICE TO PROCEED. When requested by the COUNTY in the NOTICE TO PROCEED, CONTRACTOR shall weigh and obtain gross weight of all HHW and CESQG WASTE prior to shipment. CONTRACTOR shall provide personnel to greet PARTICIPANTS, unload PARTICIPANT vehicles, and identify and segregate wastes. CONTRACTOR shall instruct PARTICIPANTS to remain in their vehicles at all times. Prior to unloading, CONTRACTOR shall scan the vehicle for any unacceptable materials.
- n. Unacceptable Wastes - CONTRACTOR shall not receive, and take possession of, unacceptable wastes at any EVENT without prior authorization by the COUNTY. Unacceptable wastes are listed in Section V, Subdivision B of this Exhibit. If unacceptable materials are discovered in the PARTICIPANT's vehicle, CONTRACTOR shall immediately notify the COUNTY which, in consultation with CONTRACTOR, shall determine whether these materials are to be handled

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at the EVENT. If unacceptable materials are inadvertently accepted by CONTRACTOR, CONTRACTOR shall immediately notify the COUNTY and assist the COUNTY in arranging proper and legal transportation and disposition of the material. To prevent the unintentional acceptance of radioactive materials, CONTRACTOR shall make every reasonable effort to screen all PARTICIPANTS for radioactive materials prior to the unloading of the vehicle. All unacceptable materials that are collected shall be handled in accordance with the schedules indicated in Section V, Subdivision B of this Exhibit.

- o. Other Programs - CONTRACTOR shall provide GRAFFITI ABATEMENT and MATERIAL EXCHANGE PROGRAMS services, as defined in the AGREEMENT, at the COUNTY's request. CONTRACTOR shall separate, inspect, and place reusable materials in the area designated by the COUNTY for the MATERIALS EXCHANGE PROGRAM.
- p. CESQG EVENT Coordination - CONTRACTOR shall arrange for the assistance of CESQG's to develop and submit inventory lists prior to the EVENT and shall arrange for provision of fee estimates to CESQG's prior to an EVENT, management CESQG appointments, and collect fees from CESQG's.
- q. Unknown Substances - Where received, CONTRACTOR shall handle unknown substances and shall provide personnel trained in chemical analysis and appropriate equipment to identify and properly manage such substances. CONTRACTOR shall classify waste containers as "unknown" whenever there is a reasonable doubt as to the contents for any reason.
- r. Packaging, Labeling, Placarding, Transporting, and Treatment Methods of CESQG WASTE and HHW - CONTRACTOR shall properly labpack or bulk HHW and CESQG WASTE collected at each EVENT and shall provide tarps, canopies, drums, absorbent, protective barriers, reinforcements, screens, and any other specialized equipment, materials and supplies for that purpose.

When requested by the COUNTY in the NOTICE TO PROCEED, CONTRACTOR shall provide on-site bulking for paint, flammable liquids, used oil, and antifreeze. Alternatively, as may be provided in the NOTICE TO PROCEED, CONTRACTOR shall utilize roll-off boxes, cubic yard bins or pallets for latex and/or oil-based paint transport for offsite bulking at a facility designated in Section V of this Exhibit. CONTRACTOR shall properly package all waste materials, label all waste containers, and placard transport vehicle prior to transporting waste in accordance with DOT regulations. CONTRACTOR shall not landfill or incinerate materials if recycling or treatment alternatives have been specified in the NOTICE TO PROCEED. Bulked liquids and labpacked drums must be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the waste facilities accepting the material. Smaller containers may be used where a 55-gallon drum is not feasible. CONTRACTOR shall make all reasonable efforts to ensure containers are packed with a minimum of wasted space.

- s. Site Dismantlement – As required, CONTRACTOR shall ensure each EVENT site is dismantled within the time frames indicated in the Performance Standards Section VII of this Exhibit. This shall include, without limitation: final bulking; closing out drums; labeling; manifesting and loading transport vehicle(s); removal and proper disposal of polyethylene sheeting; and loading all supplies and materials onto transport truck. CONTRACTOR shall remove all signage and equipment, sweep up any debris (such as absorbent, paper, etc.), and shall clean the site

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- to pre-EVENT conditions or better. CONTRACTOR may be required by the COUNTY to use a street sweeper or other activity to clean the site.
- t. Interim Storage -CONTRACTOR shall, when directed by the COUNTY, utilize a HAZARDOUS WASTE COLLECTION FACILITY to provide for the interim storage and security of HHW and CESQG WASTE and other materials specified by the COUNTY collected at the EVENT.
 - u. Transport of Waste - CONTRACTOR shall transport all waste in Department of Transportation (DOT) approved containers, properly marked and labeled, to appropriate permitted disposal facilities utilizing the licensed and registered hazardous waste transporters listed in Section III of this Exhibit unless both PARTIES have previously agreed to the use other transporters and have stipulated such in writing. CONTRACTOR shall provide paperwork necessary for each waste shipment to comply with all DOT regulations and as may be required for waste shipment acceptance at a permitted disposal facility. Such paperwork shall include, but is not limited to: Uniform Hazardous Waste Manifests; Bills of Lading; Landfill Disposal Restriction forms; Waste Profile forms; and labpack Drum Inventory sheets. CONTRACTOR shall provide copies of Uniform Hazardous Waste Manifests and Bills of Ladings to the COUNTY for each waste load prior to transporting the waste from an EVENT. CONTRACTOR shall maintain a log at the COUNTY's permanent HHW facility to ensure tracking of all containerized waste shipped from each EVENT, and as specified on CONTRACTOR's supplied master drum list, to ensure no waste remains stored at the HHW facility in excess of one (1) year from the date of accumulation.
 - v. Recycling, Treatment, Storage and Disposal - CONTRACTOR shall make all arrangements to provide the safe recycling, treatment, long-term storage, and/or disposal of collected HHW and/or CESQG WASTE using those methods and permitted facilities specified by the COUNTY in the NOTICE TO PROCEED, as listed in Section V of this Exhibit unless otherwise agreed by the PARTIES. CONTRACTOR shall ensure all facilities used are fully permitted and approved by federal, state, and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities. CONTRACTOR shall be responsible to provide lawful recycling, treatment, storage, and disposal of all HHW and CESQG WASTE collected and will provide certificates of method of recycling, treatment, or disposal no later than 180 days after the date the manifest and/or bills of lading are signed by the GENERATOR. Contracts for the transportation and/or disposal of HHW and CESQG WASTE to these facilities shall be solely between CONTRACTOR and any subcontractors.
 - w. Non-Hazardous Wastes - CONTRACTOR may be required to dispose of all non-hazardous solid wastes generated by the EVENT at the discretion of the COUNTY. CONTRACTOR shall not labpack materials that can be managed as a non-hazardous solid waste. CONTRACTOR shall dispose of non-hazardous liquid waste as indicated in NOTICE TO PROCEED.
 - x. Reports - CONTRACTOR shall provide an individual detailed waste inventory report for each CESQG PARTICIPANT, including copies of manifests and/or bills of lading to the COUNTY for materials received at the EVENT from each CESQG.
 - y. Miscellaneous - CONTRACTOR shall provide refreshments and an adequate break area for CONTRACTOR personnel.

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B. ABOP WASTE COLLECTION EVENTS

This Subdivision B of Section I describes CONTRACTOR's services and the COUNTY's obligations with respect to ABOP WASTE collection EVENTS, as ABOP collection is defined in California HSC § 25218.3 (n) - Recycle-Only HHW Collection facility. HHW and CESQG WASTE temporary collection or permanent facility EVENTS are covered by Subdivision A of this Section I. ELECTRONIC WASTE collection EVENTS are covered in Subdivision C of this Section I.

Upon issuance of, and in accordance with, a NOTICE TO PROCEED issued by the COUNTY, CONTRACTOR shall provide services for collecting and handling ABOP WASTE delivered by PARTICIPANTS, including residents and CESQG's, at temporary collection EVENT. The site shall be at one of the HAZARDOUS WASTE COLLECTION FACILITIES, as specified by the COUNTY in the NOTICE TO PROCEED. Before issuing the NOTICE TO PROCEED, the COUNTY shall consult with CONTRACTOR as to the specific site of the EVENT. The NOTICE TO PROCEED shall also define the precise duration of the EVENT consistent with applicable state regulations governing such EVENTS. At the EVENT, CONTRACTOR shall collect and handle all ABOP WASTE delivered to the EVENT by PARTICIPANTS and shall arrange for transport of such materials to an approved, permitted destination facility for recycling or treatment.

Specific responsibilities for each such EVENT (unless certain service options are otherwise specified in the NOTICE TO PROCEED) are as follows:

1. Responsibilities of the COUNTY

- a. Permits and Variances - The COUNTY shall obtain, or arrange to obtain, an Environmental Protection Agency (EPA) identification number (CAH#) applicable to ABOP WASTE collection for the selected site, all local land use permits for the selected site, and shall take any action necessary to comply with the California Environmental Quality Act (CEQA) for each EVENT. The COUNTY shall also provide whatever notification is required for such EVENT to the Certified Unified Programs Agency (CUPA) with copy forwarded to the Department of Toxic Substances Control (DTSC). In the NOTICE TO PROCEED, the COUNTY may require CONTRACTOR to obtain any other applicable permits and variances potentially required for the EVENT by local, state, and federal agencies.
- b. Local Emergency Response - The COUNTY shall contact, and coordinate with, local agencies responsible for fire and hazardous waste emergency response, and shall assist CONTRACTOR in establishing contingency measures should an incident occur. The COUNTY shall arrange for any necessary off-site traffic control to be conducted by the appropriate law enforcement personnel.
- c. Publicity and Informational Materials - The COUNTY may, in its discretion, publicize the EVENT and may choose the manner of such publicity. The COUNTY may arrange to provide questionnaires and other public information materials for distribution by CONTRACTOR to EVENT PARTICIPANTS. While not obligated to do so, the COUNTY shall, as feasible, provide EVENT publicity identifying acceptable and unacceptable waste types and inform PARTICIPANTS of transportation limitations established by the DOT.
- d. Appointment Based System - The COUNTY may utilize an appointment-based system for ABOP WASTE collection EVENTS.

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- e. Identification of Participant Residency or Location - The COUNTY shall use a computer database to identify residency of EVENT PARTICIPANTS by jurisdiction.
- f. Event Operations - The COUNTY shall provide at least one staff member at each EVENT to monitor operations, administer change orders, and provide MOU PARTY representation to CONTRACTOR.
- g. Monitoring - The COUNTY, and any MOU PARTY, may monitor CONTRACTOR's performance throughout the EVENT, including review of the bulking and packaging areas. Such monitoring shall not relieve CONTRACTOR from any responsibility to handle wastes in accordance with applicable laws and regulations.
- h. Types of HHW Handled and Waste Management Method Utilized - Prior to each EVENT, the COUNTY shall specify in the NOTICE TO PROCEED the type of wastes to be collected, the transporter, the management method, and the destination facility to be used for such waste. Unless otherwise agreed, no waste management method, transporter, or permitted destination facility shall be designated in the NOTICE TO PROCEED not already identified in Section IV of this Exhibit.
- i. On-Site Traffic Control - The COUNTY shall provide all traffic control personnel outside of the waste acceptance and handling area, beginning at the entry to the site and ending at the exit of the site.
- j. Other Programs - The COUNTY shall provide the personnel, equipment and supplies to operate the GRAFFITI ABATEMENT and MATERIALS EXCHANGE PROGRAMS. The COUNTY shall provide CONTRACTOR with a list of materials designated for the MATERIAL EXCHANGE PROGRAM and shall be responsible for obtaining signed liability waivers from program PARTICIPANTS and shall maintain an inventory of materials diverted for reuse through the program.

2. Responsibilities of CONTRACTOR

CONTRACTOR shall perform all of the following tasks in accordance with the performance standards outlined in Section VII of this Exhibit and, unless otherwise expressly indicated, shall provide all expertise, personnel (who are properly qualified and trained), equipment, material and supplies to accomplish each of its tasks:

- a. General EVENT Operations - Unless otherwise provided in the NOTICE TO PROCEED, CONTRACTOR shall conduct the entire EVENT and shall, including without limitation: set-up and dismantle the site; collect and handle all waste and materials received during EVENT; provide emergency response services when required; distribute and collect public information materials; receive ABOP WASTE; utilize appropriate management methods for waste collected (recycling, treatment, disposal) as indicated in the NOTICE TO PROCEED; identify unknown wastes; segregate and package waste, and properly label waste containers; provide on-site interim storage; and manifest, transport, recycle, treat, incinerate and/or dispose of wastes.
- b. Compliance with Applicable Law - CONTRACTOR shall conduct all activities and services in full compliance with all current applicable federal, state, and local laws, rules, regulations, and

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ordinances. Upon request by the COUNTY, CONTRACTOR shall obtain and show evidence of all permits required under federal, state, or local regulations prior to, or during the EVENT, which CONTRACTOR is required to obtain under the NOTICE TO PROCEED, except for those permits that the COUNTY is required to obtain as stated in paragraph 1 a. of this Subdivision B.

- c. Dates and Hours of Operation - CONTRACTOR shall provide its services on dates designated by the COUNTY in the NOTICE TO PROCEED. CONTRACTOR shall begin accepting PARTICIPANTS into a specific EVENT and cease such collection activities for a specific EVENT in accordance with the times specified in the NOTICE TO PROCEED.
- d. Limitations - CONTRACTOR shall limit EVENT participation to residents and qualified CESQGs located in the unincorporated area of the COUNTY and within jurisdictional limits of the other MOU PARTIES and exclude all others unless otherwise approved by the COUNTY.
- e. Logistics – CONTRACTOR shall develop, in coordination with the COUNTY, a site plan and timetable for setting up the site at each designated location.
- f. Safety Equipment, Specialized Equipment and Supplies - In addition to all general equipment, materials and supplies, CONTRACTOR shall also provide all necessary safety and other specialized equipment, materials and supplies, including personnel protective equipment and spill containment equipment, to ensure safe operations and compliance with all applicable laws and regulations.
- g. Operations/Health and Safety/Contingency Planning - CONTRACTOR shall develop and submit to the COUNTY a draft site-specific Operations/Health and Safety/Contingency Plan for each EVENT no later than one week prior to the Operations Meeting for the EVENT, which shall be conducted in advance of each EVENT. CONTRACTOR shall consult with the applicable COUNTY and local emergency response personnel in the development of the plan. CONTRACTOR shall provide the draft plan to the COUNTY and other applicable local and state agencies for review, comment and approval where required. The final plan shall be submitted to the County no later than one week prior to the EVENT. Without limitation, the plan shall include provisions to: establish work zones for the project site; indicate safety showers, eye wash stations, first aid kits, and the appropriate fire extinguisher within these work zones; specify the levels of personal protective equipment to be provided for indicated onsite tasks; develop spill response and control measures; specify emergency and spill response procedures specific to that site; indicate evacuation procedures to be followed and identify off-site medical facilities available to assist in emergency situations.
- h. Training, Qualifications and Numbers of Personnel - CONTRACTOR shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, and arrange for the transport of ABOP WASTE for recycling. CONTRACTOR personnel shall be capable of emergency response and cleanup of hazardous spills. CONTRACTOR shall ensure all personnel who handle any ABOP WASTE are qualified under all applicable personnel training requirements, including without limitation those specified in 8 CCR § 66264.16(a) of the OSHA regulations. CONTRACTOR shall train its supervisors and any of its personnel transporting hazardous waste to conform with DOT hazardous materials transportation regulations (HM-126F). CONTRACTOR shall have copies of

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OSHA certification on site for all trained personnel at any EVENT. CONTRACTOR shall utilize the number of personnel indicated in the NOTICE TO PROCEED.

- i. Site Set-Up - CONTRACTOR shall set up all activities for which CONTRACTOR is responsible under the NOTICE TO PROCEED. CONTRACTOR shall ensure each site is ready for operation thirty (30) minutes prior to the time specified in the Performance Standards, Section VII of this Exhibit. CONTRACTOR shall cover all waste handling areas with a minimum of 6-millimeter polyethylene sheeting, stage drums and containers, set up the receiving area, set up the bulking area, place emergency and safety equipment, and set up signage, barricades, and traffic cones.
- j. Site Safety Meeting - CONTRACTOR shall conduct a site safety meeting no later than thirty (30) minutes prior to the specified EVENT opening in the presence of all its personnel, as well as available COUNTY and HOST PARTY personnel. The site safety meeting shall address, at a minimum, the following: emergency procedures; evacuation route; evacuation meeting area; minimum personnel protective equipment (PPE); hot zone activities; decontamination area procedure; location of safety stations; unacceptable materials; work assignments; safety concerns (i.e., heat stress, proper lifting techniques, etc.); and the contingency plan.
- k. ABOP WASTE Receiving - CONTRACTOR shall receive ABOP WASTE during the time periods designated in the NOTICE TO PROCEED. When requested by the COUNTY in the NOTICE TO PROCEED, CONTRACTOR shall weigh and obtain gross weight of all ABOP WASTE prior to shipment of these wastes. CONTRACTOR shall provide personnel to greet PARTICIPANTS, unload PARTICIPANT vehicles, and identify and segregate wastes. CONTRACTOR shall instruct PARTICIPANTS to remain in their vehicles at all times. Prior to unloading, CONTRACTOR shall scan the material for any unacceptable material.
- l. Unacceptable Wastes - CONTRACTOR shall not receive unacceptable wastes in this EVENT. Unacceptable wastes include all items other than motor oil, latex paints, household batteries, lead acid batteries, filters, fluorescent tubes, and antifreeze. If unacceptable materials are discovered in a PARTICIPANT's vehicle, CONTRACTOR shall immediately notify the COUNTY which, in consultation with CONTRACTOR, shall determine whether these materials are to be handled at the EVENT. If unacceptable materials are inadvertently received by CONTRACTOR, CONTRACTOR shall immediately notify the COUNTY and assist the COUNTY in arranging legal transportation and proper disposal of the material. To prevent the unintentional acceptance of radioactive materials, CONTRACTOR shall make every reasonable effort to screen all PARTICIPANT vehicles for radioactive materials prior to unloading the vehicle.

All unacceptable materials that are collected shall be handled in accordance with the schedules indicated in Subdivisions A and B of Section V. For purposes of an ABOP WASTE collection EVENT, HHW and CESQG WASTE that does not constitute ABOP WASTE shall be treated as unacceptable waste, but CONTRACTOR COST associated with such waste shall be those costs as set forth in Subdivision A of Section V.

- m. Unknown Substances - Where received, CONTRACTOR shall handle unknown substances and shall provide personnel trained in chemical field analysis with the proper equipment needed to identify and manage unknown substances. Whenever there is a reasonable doubt as to the

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contents of any container or as to the constituents of any material, CONTRACTOR shall classify the waste as "unknown".

- n. Packaging, Labeling, Transport, and Treatment Methods of ABOP WASTE - CONTRACTOR shall properly labpack or bulk ABOP WASTE collected at each EVENT and shall provide tarps, canopies, drums, absorbent, protective barriers, reinforcements, screens, and any other specialized equipment, materials and supplies for that purpose. When requested by the COUNTY in the NOTICE TO PROCEED, CONTRACTOR shall provide on-site bulking for antifreeze and used oil prior to transport. Alternatively, as may be provided in the NOTICE TO PROCEED, CONTRACTOR shall utilize roll-off boxes, cubic yard bins, or pallets for transporting latex paint offsite for bulking at a permitted facility designated in Section V of this Exhibit. CONTRACTOR shall package all materials and properly label all containers prior to transporting materials. CONTRACTOR shall transport the materials for recycling or treatment alternatives as specified by the COUNTY in the NOTICE TO PROCEED. Bulked liquids and labpacked drums must be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the waste facilities accepting the material. Smaller containers may be used where a 55-gallon drum is not feasible. CONTRACTOR shall make all reasonable efforts to ensure all containers are labpacked with a minimum of wasted space.
- o. Site Dismantlement - CONTRACTOR shall ensure each EVENT site is dismantled within the time frames indicated in the Performance Standards Section VII of this Exhibit. This shall include, without limitation: closing out drums; labeling; manifesting; final bulking and loading transportation vehicles; removal of polyethylene sheeting; loading all supplies and materials onto supply truck; and sweeping the area. CONTRACTOR shall remove all signs and equipment, sweep up any loose materials (such as absorbent, paper, etc.), and shall clean the site to pre-EVENT conditions or better. The COUNTY may require CONTRACTOR to use a street sweeper to clean the site.
- p. Interim Storage - CONTRACTOR shall, when directed by the COUNTY, utilize a HAZARDOUS WASTE COLLECTION FACILITY to provide for the interim storage and security of ABOP WASTE and other materials specified by the COUNTY collected at the EVENT.
- q. Transport of Waste - CONTRACTOR shall transport all waste in Department of Transportation (DOT) approved containers, properly marked and labeled, to appropriate permitted disposal facilities utilizing the licensed and registered hazardous waste transporters listed in Section III of this Exhibit unless both PARTIES have previously agreed to the use other transporters and have stipulated such in writing. CONTRACTOR shall provide all paperwork necessary for each waste shipment in compliance with all DOT regulations and as may be required for waste shipment acceptance at a permitted disposal facility. Such paperwork shall include, but is not limited to: Uniform Hazardous Waste Manifests; Bills of Lading; Landfill Disposal Restriction forms; Waste Profile forms; and Labpack Drum Inventory sheets. CONTRACTOR shall provide copies of Uniform Hazardous Waste Manifests and Bills of Lading to the COUNTY for each waste load prior to transporting the waste from an EVENT. CONTRACTOR shall maintain a log at the COUNTY's permanent HHW facility to ensure tracking of all containerized waste shipped from each EVENT, and as specified on CONTRACTOR's supplied master drum list, to ensure no waste remains stored at the HHW facility in excess of one (1) year from the date of accumulation.

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- r. Recycling, Storage and Treatment - CONTRACTOR shall make all arrangements to provide the safe recycling, storage and/or treatment of collected ABOP WASTE using those methods and permitted facilities specified by the COUNTY in the NOTICE TO PROCEED, as listed in Section IV of this Exhibit unless otherwise agreed by the PARTIES. CONTRACTOR shall ensure that all facilities used are fully permitted and approved by federal and local agencies for hazardous waste recycling, treatment, and storage. CONTRACTOR shall be responsible to provide lawful recycling and/or treatment of all ABOP WASTE collected and will provide certificates of method of recycling and treatment no later than 180 days after the date that the materials' manifest is signed by the GENERATOR. Contracts for the transportation and/or disposal of ABOP WASTE to these facilities shall be solely between CONTRACTOR and any subcontractors.
- s. Other Programs - CONTRACTOR shall provide GRAFFITI ABATEMENT and MATERIAL EXCHANGE PROGRAMS services, as defined in the AGREEMENT, at the COUNTY's request. CONTRACTOR shall separate, inspect, and place reusable materials in the area designated by the COUNTY for the MATERIALS EXCHANGE PROGRAM.
- t. CESQG EVENT Coordination - CONTRACTOR shall arrange for the assistance of CESQGs to develop and submit inventory lists prior to the EVENT and shall arrange for provision of fee estimates to CESQGs prior to an EVENT, management CESQG appointments, and collection of fees from CESQGs.
- u. Non-Hazardous Wastes - CONTRACTOR may be required to dispose of all non-hazardous solid wastes generated by the EVENT at the discretion of the COUNTY. CONTRACTOR shall not labpack materials that can be managed as a non-hazardous solid waste. CONTRACTOR shall dispose of non-hazardous liquid waste as indicated in the NOTICE TO PROCEED.
- v. Public Information Materials - CONTRACTOR shall distribute informational materials and collect questionnaires at the EVENTS as requested by the COUNTY in the NOTICE TO PROCEED.
- w. Onsite Traffic Control - CONTRACTOR shall provide all traffic control personnel within the area where waste is accepted and otherwise handled in any respect.
- x. Miscellaneous - CONTRACTOR shall provide refreshments and an adequate break area for CONTRACTOR personnel.
- y. Reports - CONTRACTOR shall complete a CIWMB Form 303 for ABOP WASTE and submit the completed forms to the COUNTY upon invoicing. CONTRACTOR shall provide such information on magnetic disk in a format compatible with the COUNTY's data management system.

C. SERVICES FOR ELECTRONIC WASTE MANAGEMENT

This Subdivision C of Section I describes CONTRACTOR's services and the COUNTY's obligations with respect to EVENTS for collection of ELECTRONIC WASTE collected and handled at recycle-only temporary and permanent collection facilities, as defined in California HSC § 25218. HHW and CESQG WASTE temporary collection or permanent facility EVENTS are covered by Section I, Subdivision A. ABOP WASTE temporary or permanent facility collection EVENTS are covered by Subdivision B of this Section I.

EXHIBIT A

Upon issuance of, and in accordance with, a Notice to Proceed by the COUNTY, CONTRACTOR shall provide for the collection of ELECTRONIC WASTE at a specific site(s) specified by the COUNTY and mutually agreed upon by CONTRACTOR.

Specific responsibilities for each such EVENT (unless other service options are otherwise specified in the NOTICE TO PROCEED) are as follows:

1. Responsibilities of the COUNTY

- a. Permits and Variances - The COUNTY shall provide any notification required for such EVENT to the Certified Unified Programs Agency (CUPA) with copy forwarded to the Department of Toxic Substances Control (DTSC). In the NOTICE TO PROCEED, the COUNTY may require CONTRACTOR to obtain any other applicable permits and variances potentially required for the EVENT by local, state, and federal agencies.
- b. Local Emergency Response - The COUNTY shall contact, and coordinate with, local agencies responsible for fire and hazardous waste emergency response, and shall assist CONTRACTOR in establishing contingency measures should an incident occur. The COUNTY shall arrange for any necessary off-site traffic control to be conducted by the appropriate law enforcement personnel.
- c. Publicity and Informational Materials - The COUNTY may, in its discretion, publicize the EVENT and in such circumstance may choose the manner of such publicity. The COUNTY may arrange to provide questionnaires and other public information materials for distribution by CONTRACTOR to EVENT PARTICIPANTS. The COUNTY shall provide EVENT publicity, as feasible, identifying acceptable and unacceptable ELECTRONIC WASTES.
- d. Appointment Based System - The COUNTY may arrange for an information phone line that shall be used to schedule appointments prior to each EVENT. The COUNTY shall arrange for admission passes to be mailed to PARTICIPANTS advising them of their appointment time, location, acceptable materials to be collected and proper packaging guidelines to transport ELECTRONIC WASTE to the EVENT.
- e. Event Operations - The COUNTY shall provide at least one staff member at each EVENT to monitor operations, administer change orders, and provide MOU PARTY representation to CONTRACTOR.
- f. Safety Equipment, Specialized Equipment and Supplies - The COUNTY shall ensure that safety materials are present at ELECTRONIC WASTE collection EVENTS held at permanent facilities, such as first aid kits, spill kits, and cleaning equipment for broken materials including but not limited to cathode ray tubes.
- g. MATERIALS EXCHANGE PROGRAM for ELECTRONIC WASTE - The COUNTY shall provide the equipment, supplies and personnel to operate a MATERIALS EXCHANGE PROGRAM for ELECTRONIC WASTE. The COUNTY shall provide CONTRACTOR with a list of ELECTRONIC WASTE components designated for the MATERIALS EXCHANGE PROGRAM. COUNTY shall be responsible for obtaining signed liability waivers from program PARTICIPANTS and maintaining an inventory of materials diverted for reuse through the program.

EXHIBIT A

- h. Monitoring - The COUNTY, and any MOU PARTY, may monitor CONTRACTOR's performance throughout the EVENT. Such monitoring shall not relieve CONTRACTOR from any responsibility to handle ELECTRONIC WASTE in accordance with applicable laws and regulations.
- i. Types of Waste Management Methods Utilized - Prior to each EVENT, the COUNTY shall specify in the NOTICE TO PROCEED if CONTRACTOR will be managing the transportation and disposal of collected ELECTRONIC WASTE. Unless otherwise agreed, no transporter, waste management method, or permitted destination facility shall be designated in the NOTICE TO PROCEED not already identified in Section V of this Exhibit.

2. Responsibilities of CONTRACTOR

CONTRACTOR shall complete the following tasks in accordance with performance standards outlined in Section VII, and unless expressly indicated, shall provide expertise and personnel (who are properly trained), to accomplish each task:

- a. General ELECTRONIC WASTE Collection Operations – CONTRACTOR shall conduct all activities and services in full compliance with all current applicable federal, state, and local laws, rules, regulations, and ordinances. CONTRACTOR shall provide all equipment and supplies necessary to effectively manage an ELECTRONIC WASTE collection EVENT.
- b. Material Receiving – CONTRACTOR shall visually inspect all materials to ensure that only ELECTRONIC WASTE as described in Exhibit A, Section V are accepted at the collection EVENT from authorized PARTICIPANTS. CONTRACTOR may accept other materials if such materials are deemed acceptable by the COUNTY.
- c. Packaging and Labeling – CONTRACTOR shall provide pallets, cubic yard bins, shrink wrap, package tape and proper DOT labels needed to prepare ELECTRONIC WASTE for storage and/or transport. ELECTRONIC WASTE will be packaged in cubic yard bins or palletized and shrink-wrapped. Monitors will be shrink-wrapped and palletized separately; all other ELECTRONIC WASTE will be co-mingled. Prior to transport, CONTRACTOR shall ensure all materials are packaged, labeled, and marked in accordance with applicable law and regulations.
- d. Transport of ELECTRONIC WASTE – CONTRACTOR shall provide at the collection EVENT the following equipment, supplies and services as needed: truck of sufficient size to safely and legally transport materials collected; master drum lists; shipping documents, such Bills of Ladings; and, as appropriate, pallet jacks and/or a forklift to safely handle packaged materials. CONTRACTOR shall obtain and maintain in force all licenses, permits or approvals that are required for handling, servicing, and transporting acceptable materials and furnish to the COUNTY upon request, proof of such permits and approvals.
- e. Recycling Treatment and Disposal Facilities – ELECTRONIC WASTE shall be shipped to a permitted facility designated by COUNTY in the NOTICE TO PROCEED. Unless otherwise agreed, no waste management transporter or destination facility shall be designated in the NOTICE TO PROCEED not already identified in Section IV of this Exhibit.

EXHIBIT A

- f. Records – CONTRACTOR shall ensure accurate record keeping and provide the COUNTY with copies of recycling and disposal records and applicable manifest forms for all materials collected at the event.
- g. Acceptable Materials – CONTRACTOR shall accept and manage all acceptable materials presented during an EVENT. Acceptable waste includes, but is not limited to, computer and television monitors; computers towers; keyboards and other input devices; printers; scanners; cables; VCR and DVD players; stereo equipment; and gaming consoles. CONTRACTOR shall coordinate with the COUNTY for acceptance of other ELECTRONIC WASTES.
- h. CESQG Program Fees – CONTRACTOR may charge businesses for the collection, recycling, and disposal of ELECTRONIC WASTE as listed in Section V of the rate schedule. CONTRACTOR shall administer the CESQG program at no charge to the COUNTY.
- i. CONTRACTOR Personnel – CONTRACTOR shall provide properly trained personnel to unload ELECTRONIC WASTE from PARTICIPANT vehicles, and to segregate, consolidate, and prepare ELECTRONIC WASTE collected at EVENT for storage or transport in accordance with Section V, Cost.

SECTION II. CONTRACTOR PERSONNEL

A. ORGANIZATIONAL CHART

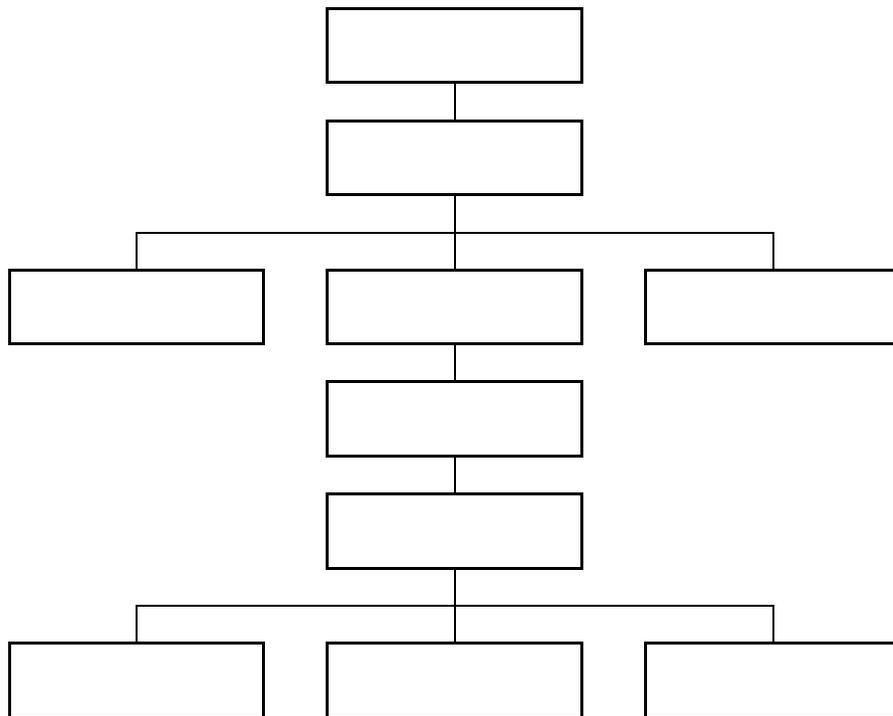


EXHIBIT A

B. CONTRACTOR PERSONNEL

Title	Description of Responsibilities	Supervisory Position	Name(s) of Specified Personnel	Full-Time Permanent Employee

Preferred Training Requirements or Level of Experience for CONTRACTOR's Staff

Site Manager

- Full HAZWOPER certification.
- Full knowledge and training of manifesting, labeling, segregation, placarding, transportation, and emergency response.
- Knowledge and experience in material identification and HazCating.
- Knowledge of Permanent Facility regulation and operation.
- Experience managing general site operations.
- Ability to make/implement decisions on behalf of CONTRACTOR in agreement with County representative (Operational changes, Change Orders, etc.).
- Knowledge of proper site set-up and facility closure operations.
- Forklift certified.
- Commercial Driver's License with HAZMAT Endorsement (optional).

Chemist (May also serve as Site Manager)

- Full HAZWOPER certification.
- Full knowledge and training of manifesting, labeling, segregation, placarding, transportation, and emergency response.
- Knowledge and experience in material identification and HazCating.
- Experience using hazardous materials/chemicals reference books/guides.
- Knowledge of the need and use of PPE.

Technician

- Full HAZWOPER certification.
- Experience in site set-up and closure operations.
- Knowledge of proper segregation, labeling, and site operations.
- Forklift operation trained.
- Experienced with related equipment.
- Experience with bulking of hazardous and non-hazardous liquids.
- Knowledge of the need and use of PPE.
- Experience in directing traffic and interfacing with the public.
- Commercial Driver's License with HAZMAT Endorsement (optional).

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Driver

- Full HAZWOPER certification.
- Full knowledge and training of manifesting, labeling, segregation, placarding, transportation, and emergency response.
- Forklift certified.
- Knowledge of the need and use of PPE.
- Commercial Driver's License with HAZMAT Endorsement.

C. TEMPORARY PERSONNEL SERVICES

At its discretion, CONTRACTOR may utilize subcontractors, as approved by the COUNTY, to supply temporary personnel services for general labor, traffic control, and unique specialty services. CONTRACTOR shall submit written justification to the PROGRAM DIRECTOR for the usage of a subcontractor, including documentation of the subcontractor's insurance coverage, financial assurances, qualifications, training certificates, and any other requested documentation. All supervisory roles are to be staffed with CONTRACTOR personnel.

All temporary personnel handling hazardous waste shall, at the minimum, have OSHA 40-hour training for hazardous waste operations workers and current annual 8-hour updates. Copies of personnel training records will be kept on site at any EVENT.

EXHIBIT A

SECTION III. WASTE TRANSPORTERS

Code	Name/Address	EPA I.D.	Phone No.	Waste Transported
1	Clean Harbors Environmental Services, Inc., 42 Longwater Dr., Norwell, MA 02061	MAD039322250	(781) 792-5764	
2	Safety-Kleen Systems, Inc., 2600 N. Central Expressway #400, Richardson, TX 75080	TXR000081205	(781) 792-5764	
3	Tri-State Motor Transit (TSMT), 17235 N 75th Avenue, #D175, Glendale, AZ 85308	MOD095038998	(623) 344-1144	
4				
5				
6				
7				
8				
9				
10				
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12				
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EXHIBIT A

SECTION IV. WASTE MANAGEMENT FACILITIES

Code	Name/Address	EPA I.D.	Phone No.	Services Provided
1	Clean Harbors Aragonite, LLC., 11600 North Aptus Rd., Grantsville, UT 84029	UTD981552177	(801) 323-8100	Incinerator
2	Clean Harbors Wilmington, LLC., 1737 E. Denni St., Wilmington, CA 90744	CAD044429835	(310) 835-9998	TSDF
3	Clean Harbors Environmental Services, Inc., 2247 S. Highway 71 Kimball, NE 69145	NED981723513	(308) 235-8201	Incinerator
4	Clean Harbors El Dorado, LLC, 309 American Cr., El Dorado, AR 71730	ARD069748192	(870) 864-3692	Incinerator
5	Clean Harbors of San Jose, LLC, 1021 Berryessa Rd., San Jose, CA 95112	CAD059494310	(408) 441-0962	TSDF
6	Clean Harbors LaPorte, L.L.C., 500 Independence Parkway South La Porte, TX 77571	TXD982290140	(281) 727-7600	TSDF
7	Clean Harbors Deer Park, L.L.C., 2027 Independence Parkway South, La Porte, TX 77571	TXD055141378	(281) 930-2300	Incinerator
8	Clean Harbors Arizona, LLC, 1340 West Lincoln Street Phoenix, AZ 85007	AZD049318009	(602) 462-5328	TSDF
9	Clean Harbors Clive, LLC, 3.5 Miles South of Mile Post 49 on I- 80, Grantsville, UT 84083	UTD982595795	(435) 884-8900	TSDF
10				
11				
12				
13				
14				
15				

EXHIBIT A

SECTION V. COST

A. WASTE COSTS AND RELATED CONTRACT COSTS

Total costs are inclusive of all CONTRACT COSTS including, without limitation, containers/drums, labpacking materials, manifesting, transportation costs, material processing fees at waste management facilities and all associated taxes.

The following wastes are acceptable for HHW/CESQG WASTE permanent facility or temporary collection EVENTS. Acceptable waste at ABOP WASTE collection EVENT is limited to ABOP WASTE, which may include Universal Wastes.

1. Materials to be Recycled

Selection	Line Item	Material	Management Method	Transporter (Sect. III, Code #)	TSDf (Sect. IV, Code #)
	1)	Car Batteries	Recycling		
	2)	Antifreeze	Reprocessing (Note 2)		
			Fuel Blend (Note 2)		
	3)	Motor Oil	Re-Refine (Note 2)		
			Fuel Blend (Note 2)		
	4)	Motor Oil (Bulk)	Re-Refine (Note 2)		
			Fuel Blend (Note 2)		
	5)	Used Oil Filters	Loose-Pack/Reclamation		
	6)	Oil-Based Paints	Bulk/Fuel Blend (Notes 1, 2)		
	7)	Oil-Based Paint Sludge	Loose-Pack/Fuel Blend (Notes 1, 2)		
	8)	Latex Paints	Bulk/Reprocess & Return (Note 2)		
			Loose-Pack/Reprocess (Note 2)		
	9)	Solvents	Bulk/Fuel Blend (Note 1)		
	10)	Flammable Liquids (Bulk)	Bulk/Fuel Blend (Notes 1, 2)		
	11)	Flammable Liquid (Small)	Loose-Pack/Incinerate (Notes 1, 2)		
	12)	Batteries (Recyclable)	Loose-Pack/Recycle		
	13)	Fluorescent Lights	Recycle		
	14)	Metallic Mercury	Reclamation		

EXHIBIT A

2. Materials to be Disposed

Selection	Line Item	Material	Management Method	Transporter (Sect. III, Code #)	TSD (Sect. IV, Code #)
	15)	Reactives (Note 3)	Labpack/Incinerate		
	16)	Organic/Inorganic Acids (Note 3)	Labpack/Loose-Pack/Incinerate		
	17)	Organic/Inorganic Bases (Note 3)	Labpack/Loose-Pack/Incinerate		
	18)	Flammable Solids (Note 3)	Labpack/Loose-Pack/Incinerate		
	19)	Oxidizers (Note 3)	Labpack/Incinerate		
	20)	Poisons (Note 3)	Labpack/Loose-Pack/Incinerate		
	21)	Lithium Batteries	Loose-Pack/Incinerate		
	22)	Asbestos	Friable/Land Disposal		
			Non-Friable/Land Disposal		
	23)	Non-Hazardous Liquids	Solidify/Land Disposal/Recycle		
			Incinerate		
	24)	Misc. Mercury (Note 3)	Labpack/Retort		
	25)	Biological	Incinerate		
	26)	PCB Waste	Incinerate/Bulk Liquids		
			Loose Pack/Recycle Ballast		
	27)	Cylinders, Small	Incinerate		
	28)	Cylinders, Large	Depressurize/Reclaim		
	29)	Aerosols (Incl. Paint)	Incinerate		
	30)	Empty Drums	Reclaim/Landfill		
	31)	CRTs (Note 4)	Demanufacture/Recycle		
	32)	E-Waste/CEW (Note 5)	Demanufacture/Recycle		

Note 1: The COUNTY and CONTRACTOR shall collectively decide whether flammable waste will be bulked on-site or taken off-site for consolidation. If on-site bulking is selected, the bulking

EXHIBIT A

of flammable liquids shall commence after all materials are received from the public, in accordance with applicable regulations.

Note 2: In the situation where materials cannot be weighed before invoicing, the following conversions shall be used to charge for liquid wastes received by CONTRACTOR:

Motor Oil	Use a conversion of 8.5 pounds per gallon.
Antifreeze	Use a conversion of 8.5 pounds per gallon.
Oil-Based Paint	Use a conversion of 9 pounds per gallon.
Flammable Liquids	Use a conversion of 8.5 pounds per gallon.
Latex Paint	Use a conversion of 9 pounds per gallon.
Container Disposal	The empty containers from bulked liquid waste shall be appropriately disposed of as solid waste.

Note 3: Cathode Ray Tubes (CRT's) collected at EVENTS include computer monitors and televisions with a viewable screen equal to, or greater than, 4.5 inches. CRT's will be managed free of charge provided both PARTIES maintain an Approved Collector/Recycler status with the California Integrated Waste Management Board as required to participate in, and recover ELECTRONIC WASTE recycling costs through, the Covered Electronic Waste Recovery and Recycling Payment System pursuant to 14 CCR § 18660.5 et seq.

Note 4: Consumer Electronic Devices collected will include Central Processing Units (CPU's), printers, keyboards, other computer accessories, VCR's, video game players, cables, and computer electronic devices.

B. UNACCEPTABLE WASTES AND RELATED CONTRACT COSTS

Selection	Line Item	Material	Management Method	Cost Type	Unit Cost (\$)	Unit
	1)	Explosives (Note 1)	Destruction	Total	\$150/5-gal.	(Note 2)
	2)	Radioactives (Note 3)	Storage	Total	Case-by-case	(Note 2)
	3)	Cylinders (Note 4)	Incineration	Total	Case-by-case	ea.
	4)	Treated Wood (TWW)	Land Disposal	Total	Case-by-case	ea.

Unacceptable wastes include radioactive materials, cylinders (other than small camping-type and BBQ propane) and explosives (including ammunition). Unacceptable wastes that are inadvertently accepted at EVENTS or authorized to be collected by jurisdictional project manager shall be stored and disposed as follows:

Unit costs "per pound" are based upon pricing on GROSS WEIGHT. Therefore, unless otherwise specified by the COUNTY, CONTRACTOR must obtain gross weight for all waste to be charged on a weight basis.

EXHIBIT A

"Cost" in this schedule shall mean all of CONTRACTOR'S out-of-pocket expenses to transport, process, and dispose of such wastes, plus related taxes. Cost shall not include CONTRACTOR'S internal labor costs, equipment and overhead.

- Note 1:** Small arms less than 50 caliber classified as a consumer commodity (ORM-D).
- Note 2:** Transportation hauler and final destination shall be determined by actual materials received. COUNTY shall have final approval of facility used for these materials.
- Note 3:** All radioactive material shall be quoted on a case-by-case basis upon discovery of material.
- Note 4:** All other cylinders shall be quoted on a case-by-case basis upon discovery of material.

C. CONTRACTOR PROVIDED SERVICE OPTIONS

Selection	Item	Service Option	Description	Total Cost
	1)	Document Preparation	Prepare all applicable documents, permits, and variances required to conduct temporary HHW and/or CESQG collection EVENTS.	No Charge
	2)	Waste Disposal	Arrange for and dispose of all non-hazardous solid waste. Cost shall include transportation costs, bin rental, and tipping fees.	\$850.00
	3)	Door-to-Door Collection Program	Provide Door-to-Door Collection of materials from homebound, elderly, or disabled residents. Transport of waste from PARTICIPANT's home to collection event site. Contractor shall provide a minimum of two staff persons for this program.	\$175.00
	4)	CESQG Collection Program	Contractor will provide the personnel, materials, equipment, and technical services to perform the following: <ul style="list-style-type: none"> · Information and reservation phone services, eligibility screening per Federal and State Regulations, waste inventory and written estimate preparation for each business. · Schedule appointments for business pickup, collect, identify, segregate, package, and label materials. · Obtain payment from each business and provide a written receipt verifying collection and proper disposal of material. · Maintain proper shipping records while in transit between pickup locations and manifest all waste collected at the end of the day. · Provide a written report to the County detailing each PARTICIPANT and waste collected from PARTICIPANT. 	No Charge - CESQG's are billed directly for services.
	5)	Traffic Attendant	COUNTY will be invoiced a flat rate per Saturday for one (1) person to direct traffic at Permanent and Temporary HHW Facilities. Staff assigned will be responsible for the following: <ul style="list-style-type: none"> · Set-up traffic cones to guide PARTICIPANTS through the facility. · Greet PARTICIPANTS, logging their name, address, contact information, and material type. · Monitor and direct PARTICIPANTS to the designated unloading area. · Assisting with packing and storing materials at the conclusion of the event or preparing for off-site transportation. 	\$350.00

EXHIBIT A

	6)	Reuse Program Staffing	<p>COUNTY will be invoiced a flat rate per Saturday for one (1) person to staff REUSE PROGRAM. The staff assigned will be responsible for the following:</p> <ul style="list-style-type: none"> · Setting aside reusable materials collected at Event. · Set-up reuse table. · Securing waivers from PARTICIPANTS. · Maintain records of the amounts and types of materials issued. · Coordinate material storage or disposal. 	\$250.00
	7)	Materials Exchange Program	Arrange for transportation of recyclables designated for bulking or consolidation and/or reusable materials from EVENT site to storage facility.	\$250.00
	8)	E-Waste Collection Program Staffing	<p>COUNTY will be invoiced a flat rate per Saturday for one (1) person to staff an Electronic Waste Collection Program at Permanent and Temporary HHW Facilities. Staff assigned will be responsible for the following:</p> <ul style="list-style-type: none"> · Monitoring and directing PARTICIPANTS with Electronic Waste to the designated unloading area. · Unload the materials, segregate into recyclable and reusable materials as appropriate. · Assisting with packing and storing materials at the conclusion of the event or preparing for off-site transportation. 	\$350.00
	9)	Hazardous Waste Training Program	Contractor will provide Hazardous Waste Training programs to COUNTY staff, such as Hazardous Waste Operations and Emergency Response (HAZWOPER) training, and Department of Transportation HM 126 & 181 manifest training.	Cost + 15%

D. COST CAP PER VEHICLE FOR TEMPORARY & PERMANENT HHW COLLECTION EVENTS

The cost cap applies to CONTRACTOR COSTS set forth in Section V, subdivision A of this Exhibit. The cost cap does not apply to costs associated with Section V, Subsections B and D, or CESQG participants, or for vehicles that only participate in the ELECTRONIC WASTE program as provided for in Subsection C of this Exhibit, or vehicles participating in an ELECTRONIC WASTE collection EVENT.

FACILITY TYPE	With PaintCare Program		Without PaintCare Program	
	Cost	Unit	Cost	Unit
Permanent Facility Events	\$75.00	/Participant	\$128.00	/Participant
Temporary Facility Events	\$85.00	/Participant	\$138.00	/Participant

EXHIBIT A

SECTION VI. COUNTY FORMS

NOTICE TO PROCEED FOR SERVICES

Date: _____ Contractor: _____

Address: _____

Re: AGREEMENT for the type of event and the collection, transportation, recycling, and/or disposal:

<input type="checkbox"/>	Permanent Facility
<input type="checkbox"/>	PPC - 5777 N. Ventura Ave., Ventura, CA 93001
<input type="checkbox"/>	SCRVPHHWCF - 741 Sespe Pl., Fillmore, CA 93015
<input type="checkbox"/>	Temporary Event
	Location: _____
<input type="checkbox"/>	HHW
<input type="checkbox"/>	CESQG
<input type="checkbox"/>	Door-to-Door - Location: _____
<input type="checkbox"/>	ABOP
<input type="checkbox"/>	Electronic Waste Material Management

You are hereby notified, as we have mutually agreed, that services, as indicated above, shall be required in accordance with the provisions set forth in the AGREEMENT.

COST NOT-TO-EXCEED: _____ ***Event Hours:** _____

Event Dates: _____

Approximate Number of Vehicles: _____ **Maximum CESQGs:** _____

*COUNTY reserves the right to modify indicated collection hours.

[ANALYST], Environmental Resources Analyst III is hereby designated by the COUNTY as the Project Manager and is hereby authorized to act on behalf of the COUNTY in all matters including execution of change orders and as legal GENERATOR of hazardous waste shipped to a Treatment, Storage, and Disposal Facility.

Specific options selected for this event are checked in the "Selection" column of the attached exhibits.

COUNTY OF VENTURA

[NAME], Director, Water & Sanitation Department

Date

EXHIBIT A

NOTICE TO PROCEED PROCUREMENT OF EQUIPMENT AND SUPPLIES

Date: _____ Contractor: _____

Address: _____

Re: AGREEMENT for the type of event and the collection, transportation, recycling, and/or disposal:

EQUIPMENT TYPE	QTY.	COST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby notified, as we have mutually agreed, that services, as indicated above, shall be required in accordance with the provisions set forth in the AGREEMENT.

COST NOT-TO-EXCEED: _____

[ANALYST], Environmental Resources Analyst III is hereby designated by the COUNTY as the Project Manager and is hereby authorized to act on behalf of the COUNTY in all matters including execution of change orders and as legal GENERATOR of hazardous waste shipped to a Treatment, Storage, and Disposal Facility.

Specific options selected for this event are checked in the "Selection" column of the attached exhibits.

Additional Conditions: _____

COUNTY OF VENTURA

[NAME], Director, Water & Sanitation Department

Date

EXHIBIT A

**COUNTY OF VENTURA
INTEGRATED WASTE MANAGEMENT DIVISION
WORK AUTHORIZATION CHANGE ORDER**

Contractor:

Address:

Phone:

EPA ID:

Generator:

Contract Number:

Address:

Phone:

Site:

Address:

EPA ID:

Description of Change:

Estimated Costs:

Description of Materials/Conditions/Equipment/Personnel Necessitating Change Order:

Equipment/Personnel Required for Change Order:

Estimated Costs:

COUNTY OF VENTURA

The undersigned authorizes and requests the services described above:

[NAME], Director, Water & Sanitation Department

Date

EXHIBIT A

SECTION VII. PERFORMANCE STANDARDS

Should any conflict exist between the performance standards outlined in this section and any other section contained in this AGREEMENT, the performance standards as outlined herein shall govern. CONTRACTOR shall adhere to the following performance standards:

1. **Site Set-up.** All site set-up for all EVENTS shall be completed not less than one-half hour prior to the scheduled opening of the collection EVENT. The COUNTY's designated Project Manager shall make the necessary arrangements to provide CONTRACTOR access to the site at least 24 hours prior to the scheduled EVENT starting time to ensure adequate preparation time for the coordination of materials and supplies, as well as complete site set-up. CONTRACTOR shall not exceed 10 hours to accomplish advance set-up for HHW temporary collection EVENTS. If the COUNTY cannot provide CONTRACTOR full access to the entire facility at least 24 hours prior to the scheduled EVENT starting time, CONTRACTOR shall be responsible for only limited site set-up to the extent that PARTICIPANTS can be accepted and their waste processed in complete compliance with all appropriate permits and variances.
2. **Site Breakdown.** Site clean-up and shipment of materials collected to approved FACILITY, and removal of unused supplies, materials, non-hazardous waste, and equipment shall be completed prior to 6:00 a.m. of the morning following the final day of the EVENT unless other prior arrangements are authorized by the COUNTY. For ABOP WASTE EVENTS, the materials collected must be consolidated and properly stored prior to CONTRACTOR leaving the site at the end of the EVENT. CONTRACTOR shall not exceed 6 hours to accomplish site dismantlement and cleanup or exceed 8 hours to accomplish the removal of equipment and closure of site.
3. **Traffic Flow at HHW Temporary Collection EVENTS.** CONTRACTOR shall ensure sufficient personnel are available during the EVENT to maintain a queue of less than two-thirds of the scheduled appointments during any fifteen (15) minute interval. The queue shall begin at the entrance to the hot zone and end at the last vehicle in the line. The queue shall include all vehicles with the exception of CESQG vehicles and vehicles transporting unacceptable materials.

Failure to satisfy these standards is sufficient grounds for termination of this AGREEMENT. In lieu of termination, the COUNTY may assess the following liquidated damages for each occurrence of nonconformance to the aforementioned standards:

1. **Site Set-up.** If the site is not setup within the timeframes agreed upon between CONTRACTOR and the COUNTY which results in the delay of the opening of the event, liquidated damages shall equal to ten percent (10%) of the costs for the EVENT set forth in Section V, Subdivision C.
2. **Site Dismantlement.** If site dismantlement is not completed by the time period specified above, liquidated damages of one percent (1%) of the costs for the EVENT set for in Section V, Subdivision C shall be assessed for the first six hours or fraction thereof in excess of the specified time period, with an additional one percent (1%) of the costs assessed for every three hour increment or fraction thereof that this condition continues.

EXHIBIT A

3. **Traffic Flow for HHW Temporary Collection EVENTS.** If the number of vehicles in the queue exceeds the limit, liquidated damages of \$250 per occurrence shall be assessed with an additional \$500 for each 15 minutes or fraction thereof that this condition continues.

Any liquidated damages shall be deducted from the invoice prior to payment.

No liquidation damages will be assessed where caused by circumstances beyond the reasonable control of CONTRACTOR.