

June 14, 2019

RE: Request For Proposals

To whom it may concern:

The Ecology Action Center of Normal, Illinois, is soliciting proposals for a fall 2019 Household Hazardous Waste collection event for the residents of McLean County, Illinois. Please find the RFP attached or posted at ecologyactioncenter.org.

The Ecology Action Center is a 501(c)(3) nonprofit environmental agency in McLean County, Illinois. Among other roles, the EAC acts as the community solid waste agency for the City of Bloomington, Town of Normal, and McLean County.

Sincerely,



Michael Brown
Executive Director

2019 Request For Proposals

Collection and Disposal of Household Hazardous
Waste (HHW) at an event
for residents of McLean County, Illinois



202 W College Avenue, Normal, IL
ecologyactioncenter.org
309-454-3169



REQUEST FOR PROPOSALS

Collection and Disposal of Household Hazardous Waste (HHW) at an event for residents of McLean County, Illinois

**Ecology Action Center
202 W. College Avenue
Normal, IL 61761**

INSTRUCTIONS TO PROPOSERS

The Ecology Action Center invites you to submit your proposal for the McLean County Household Hazardous Waste Collection Event scheduled for Saturday, September 7, 2019.

The Ecology Action Center (EAC) is a non-profit environmental agency with a mission *to inspire and assist residents of McLean County in creating, strengthening, and preserving a healthy environment*. On behalf of the 170,000 residents of McLean County, Illinois, the EAC will host the proposed HHW event in partnership with McLean County, City of Bloomington, Town of Normal, and other community partners.

PROPOSALS:

Sealed proposals must be submitted by 2 pm on Friday, July 12, 2019 to Michael Brown, Executive Director, by email to mbrown@ecologyactioncenter.org. **Bids received after this time will not be accepted.**

Questions regarding this Request for Proposals will be answered by email and responses shared with all interested parties. Questions must be submitted to Michael Brown at mbrown@ecologyactioncenter.org by June 28, 2019 and responses will be provided to all interested parties by 5 p.m. CDT on July 1, 2019. If you plan to submit a proposal, please send your name and email address to Michael Brown by 5 p.m. on June 28, 2019 in order to receive a copy of questions submitted and answers provided.

The respondent acknowledges the right of the Ecology Action Center to reject all proposals and to waive non-material informality or irregularity in any proposal received.

Unit Price Bid forms shall be completely filled out. The complete set of contract documents shall be submitted with the proposal.

Proposals shall be submitted electronically, with the following notation as subject line:

"SEALED PROPOSAL: HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT"

TO BE DUE: 2 p.m. July 12, 2019

REJECTION OF PROPOSALS:

The bidder acknowledges the right of the EAC to reject any or all Proposals/bids, and to waive non-material informality or irregularity in any proposal or bid received in whole or part as may be specified in the solicitation.

EVALUATION AND SELECTION PROCESS:

Selection of a contractor will be based on several factors including but not limited to, relevant experience and the services and prices proposed. The Ecology Action Center reserves the right to reject any or all submittals and to negotiate if deemed appropriate. Selection of the successful proposal is anticipated by July 19, 2019.

SUBMITTAL REQUIREMENTS:

Responses to this RFP should consist of:

- A cover letter expressing interest in being selected to accept, transport and properly dispose of Household Hazardous Waste at the September 2019 event. Indicate availability for proposed date.
- A description of the firm's experience and qualifications for this work.
- Documentation of relevant experience, qualifications, licenses and insurance in an amount not less than \$1,000,000 for general liability and an amount not less than \$1,000,000 for pollution liability for the handling, transportation and disposal of household hazardous waste.
- Completed Bid Sheet: download from https://ecologyactioncenter.org/wp-content/uploads/2019/06/eac_HHW_BID_SHEET_2019.xlsx
- A brief narrative on how services will be conducted.
- Key personnel that will be on site during the event.
- A contingency plan of how demand will be met if waste containers fill up quicker than anticipated.
- Proposed costs for the services: specify all individual line item costs of fixed fee and variable expenses associated with set up, transportation, delivery/removal, and disposal of waste. Costs should be specified by type of material and quantity.
- Any other information pertinent to the proposal.
- Alternate service regarding hours of the event, eligible materials, etc.
- Copy of all Request for Proposal Documents including the proposed agreement

- Signed Contractor Certification
- Detailed description of insurance coverage provided to the Ecology Action Center, the event site property owner, local government sponsors, and other event partners.
- If additional information was provided by the EAC, submit confirmation of receipt of additional information.
- Safety and Health Plans/Emergency Response Plans
- Other

OTHER INFORMATION:

- Appendix A – 2017 Site Location Layout (Note: layout is subject to change to accommodate reservation system)
- Appendix B - Listing of Material Types and Amounts Collected at the 2013 HHW Collection Event
- Appendix C – Example Event Flyer from 2017
- Appendix D - Listing of HHW materials to be Accepted
- Appendix E – Example Site Safety Plan
- Appendix F – Bid Sheet, available for download in MS Excel format at https://ecologyactioncenter.org/wp-content/uploads/2019/06/eac_HHW_BID_SHEET_2019.xlsx
- Appendix G – HHW Collection Program Agreement

GENERAL SPECIFICATIONS

1. Overview

The Ecology Action Center (EAC) will consider proposals from qualified firms (Contractor) for the proper collection, transport and disposal of Household Hazardous Waste (HHW) collected at a bi-annual HHW collection event for residents of McLean County Illinois. The event is scheduled to be held on September 7 2019 from 8 am to 3 pm at Rivian Motors, located at 100 N. Mitsubishi Motorway, Normal, IL.

The Ecology Action Center (EAC) is a non-profit environmental agency with a mission to *inspire and assist residents of McLean County in creating, strengthening, and preserving a healthy environment*. On behalf of the 170,000 residents of McLean County, Illinois, the EAC will host the proposed HHW event in partnership with McLean County, City of Bloomington, Town of Normal, Rivian Automotive, Inc., and other community partners.

2. Scope of Work

This contract shall include, but not be limited to, all labor, equipment, materials, supplies, transportation, and disposal costs for the following work:

McLean County Biennial Household Hazardous Waste (HHW) Collection

The Contractor shall plan, manage and operate a one-day collection event to collect (remove from vehicles), classify, sort, containerize, bulk, overpack, store, manifest, label, transport, and dispose of household hazardous wastes. All household hazardous wastes collected in accordance with the terms of this collection contract shall be removed from the site by the end of the same day the collection is conducted. The contractor shall be responsible for final disposition of household hazardous wastes at approved and properly permitted facilities.

Any and all changes to these specifications are valid only if they are included by written Addendum to all Contractors.

The EAC reserves the right to utilize other vendors for collection of materials not specified in the list of items to be collected. Materials potentially to be collected by local partners or other service providers include e-waste and pharmaceuticals. The Contractor shall accommodate these event partners in planning of an effective and efficient event.

The EAC will act as event coordinator and liaison between all event partners, sponsors, vendors, media, property owner, appropriate law enforcement, and local government agencies. Additional roles served by the EAC include:

- (a) Identification and procurement of a suitable location for the HHW collection event.

- (b) Coordination of communications between the CONTRACTOR, event sponsors, volunteers, partners, and Host Entity, and property owners hosting the Collection Event including access to the site prior to the event for set-up purposes.
- (c) Publication of the times, dates and locations of the Collection Event. The EAC shall also make a reasonable effort to educate Eligible Participants regarding acceptable HHW materials.
- (d) Provide directional signage outside of collection event site an additional signage inside signage on the day of the Collection Event.
- (e) Traffic control, including queuing and staging of vehicles of Eligible Participants outside and inside the Collection Event Site, before they reach the Waste Receipt Area.
- (f) Provide event staff or volunteers to take survey data, direct traffic, collection of donations, and distribute educational materials.
- (g) Solicitation of approval for one-day collection event by the Illinois EPA.
- (h) Arrangements for roll-off containers for non-hazardous trash and cardboard.
- (i) Coordination for e-waste collection with a separate service provider.

Roles/services **not provided** by the EAC include:

- (a) On-site security prior, during, or after the event.

3. Special Provisions

3.1 Permits, Fees and Governmental Restrictions

The Contractor shall comply with all applicable standards, federal, state and local laws and regulations with respect to all aspects of the work completed for the contract. The Contractor's staff conducting the work shall have current and proper certification according to applicable laws and regulations. The Contractor shall secure all statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance necessary to provide the services described herein prior to the commencement of performing the services described herein. Including, but not limited to, staff certifications, licensed waste transporter permits, disposal authorizations and state and federal identification numbers per site location if required. The EAC will not pay any fuel or energy related surcharge fees imposed by the Contractor or submitted in any form of payment request by the Contractor.

3.2 Supervision

The Contractor shall be responsible for the supervision and direction of their workers. The Contractor is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract with the exception of the site access by the public which will be coordinated by the EAC.

3.3 Ineligible Participants at One-day Household Hazardous Waste Collections

Household hazardous wastes collected at the one-day HHW events must be residentially generated by residents of the State of Illinois. The Contractor shall reject all wastes delivered to the collection site from commercial or industrial entities unless otherwise directed by the EAC representative in charge.

3.4 Waste Management Method Specifications

The EAC strongly urges that, whenever technically and financially feasible, the wastes be recycled for reuse, or chemically, physically, and/or biologically treated so as to render the wastes non-hazardous. Direct material reuse, recycling, beneficial reuse (energy recovery) and treatment are preferred methods of waste management, in that order.

The Contractor shall submit to the EAC the names and contact information of the facilities proposed by the Contractor to recycle, treat, store and dispose of wastes. The EAC reserves the right to accept or reject the use of any such facility. All facilities listed by Contractor must be currently in compliance with all applicable regulations. Failure of the Contractor to use facilities designated in the Contractor's proposal may result in the EAC's refusal to pay for the recycling, treatment or disposal of the wastes. Designated facilities may not be changed without the prior written consent of the EAC. Any delay or additional costs which arise as the result of any EAC determination rejecting a particular facility or particular methodology designated by the Contractor shall be the sole and exclusive risk of the Contractor.

The EAC may contract with other vendors for disposal of recyclables and nonrecyclable, nonhazardous waste. In the event that the EAC does not contract with separate vendors, the Contractor will be responsible for the disposal of these items. Contractor shall provide alternate pricing as indicated on the Bid Sheet (Appendix F).

3.5 Pre Event Meeting

The EAC will schedule a pre-event meeting with the Contractor at the selected site prior to the scheduled event to determine the traffic flow and equipment setup location. Site access shall be coordinated after awarding of the contract but reasonable access for the Contractor shall not be denied. The Contractor shall ensure that the physical condition of the site after the event is the same as the condition of the site before the event. The Contractor shall provide and use chemical resistant, slip resistant impervious tarps or plastic film in the participant or vehicle unloading area and the contractors waste sorting and packaging area. The plastic liner/sheet or tarp must be of a thickness so that vehicle traffic does not cause rolling, tearing, or a breach in the liner or tarp. The Contractor shall clean up all spills and remove all oil dry or residuals from the site in an approved manner. At the end of the event the Contractor must sweep, remove, and dispose all debris from the parking lot in the vehicle unloading, waste sorting, packaging, and loading area. The Contractor shall be responsible for damages to the site caused by the Contractor. The Contractor shall repair any and all damages to the buildings, grounds, or other physical structures of the site owner caused by their operations or personnel at no expense to the EAC or site owner.

3.6 Safety

The Contractor shall implement engineering controls and work practices, which reduce contamination of work areas or exposure to other employees or persons and to minimize accidents. The Contractor shall take necessary precautions for the safety of its employees, and shall comply with all applicable provisions of federal, state and local safety laws. The EAC does not guarantee that any site is safe. The Contractor shall determine whether site conditions are safe for Contractor personnel. The EAC supervisor on site shall be able to request changes or modifications to the site safety plan or operations in regards to improving safe practices at the collection site.

3.7 Safety and Health Plans/Emergency Response Plans

The Contractor shall prepare and submit a complete outline of its Health and Safety Plan as well as its Emergency Response Plan (see an example in Appendix E). The EAC may provide copies of these completed plans to local public safety agencies prior to each event in case an emergency arises. Contractor agrees to answer questions posed by public safety agencies that would be involved in an emergency response. Both the Health and Safety Plan and Emergency Response Plans must be submitted to the EAC fourteen (14) days before the HHW Collection Event.

3.8 Provision of Equipment and Supplies

Contractor shall provide all equipment and supplies when necessary to complete or conduct the work described herein including, but not limited to, transport vehicles, personal protective gear, emergency gear, equipment, forklift, drum grabber attachment for forklift, pallet jack, pallets, cubic yard boxes, drums, overpack drums, other packaging materials, dumpsters, tarp or plastic film, emergency eyewash, safety equipment, traffic cones, decontamination material, spill prevention or cleanup supplies and equipment, portable toilets, lighting, tents, trucks with hydraulic lifts.

3.9 Subcontractors

Use of subcontractors must be clearly explained in the proposal. The Contractor will arrange for and manage any subcontractors necessary to provide any services or work described herein. The Contractor is responsible for ensuring that any subcontractors utilized under the contract adhere to the requirements of the contract and all applicable standards, laws, and regulations. All subcontractors to be used must be listed in the proposal. All work to be completed by a subcontractor should be listed within the proposal.

3.10 Generator Status Assumed by Contractor

The Contractor shall assume generator status for all hazardous waste or waste materials collected, removed, or picked up during services or work described herein. The Contractor is solely responsible for the collection, transportation, storage, treatment and/or disposal of all waste material in strict compliance with applicable laws and regulations, and the terms and conditions of the EAC's contract with the Contractor.

3.11 Manifest Preparation, Waste Profiles, and Waste Tracking Requirements and Reporting

The Contractor shall complete any waste profiles, manifests, bills of lading, and other paperwork necessary for all materials or waste to satisfy requirements of the permitted transfer, storage, or disposal facilities receiving the materials or waste and/or all

applicable regulatory authorities, such as, but may not be limited to the Illinois EPA, the U.S. Department of Transportation, and the U.S. EPA. The Contractor shall sign all manifests, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading will be used when appropriate. Upon request of the EAC, the Contractor shall review all manifests and bills of lading with the EAC's representative on-site. The Contractor is required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and destruction to the County. If waste is transferred from a Treatment, Storage, or Disposal Facility to another facility for final disposal or destruction, a Certificate of Disposal or Destruction from the final disposal or destruction facility shall also be submitted to the County. Certificates of Disposal or Destruction from final disposal or destruction facilities shall be submitted to the EAC within six months after the Collection Event.

3.12 Estimated Quantities for One Day HHW Collection Events

The quantities indicated are approximate amounts of waste disposed of during The HHW Collection Event conducted in October 2013 and are provided to assist the Contractor in determining waste disposal costs. The EAC does not guarantee any specific amount and shall not be held responsible for any deviation. In any event, the successful Contractor shall cover and satisfy the EAC's requirements whether more or less than the estimated amount.

3.13 Invoicing

- (a) Contractor shall submit one invoice which includes all costs within thirty days after conducting the HHW Collection Event. All invoices must be submitted to Michael Brown, Executive Director, Ecology Action Center, 202 West College Avenue, Normal, Illinois.
- (b) Invoices must include relevant disposal backup information for each waste stream such as: weight in pounds, container type and size, quantity, unit price, waste stream method of disposal (recycled, burned for fuel, treated, incinerated, or landfilled), and destination facility. Acronyms used on invoice must be defined on the invoice. Weight in pounds shall be included for each waste stream on invoice regardless if weight of waste is necessary to determine disposal cost.

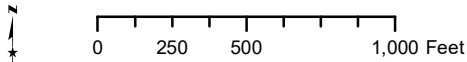
Appendix A

2017 Site Location Layout



202 W College Avenue, Normal, IL
ecologyactioncenter.org
309-454-3169

McLean County HHW 2017 Site Plan



2017 Ecology Action Center - Michael Brown

Traffic Queuing Area: 1.8 miles
Or 3.6 miles if use two lanes wide

Rivian
Automotive

HHW Collection Area

Truck Parking

Truck/Volunteer Entrance/Exit

Volunteer Parking

Public Entrance/Exit

College Avenue

Appendix B

2013 Materials Types and Amounts



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APPENDIX B

APPROXIMATE AMOUNT WASTES RECEIVED DURING AN AVERAGE ONE DAY HHW COLLECTION EVENT WITHIN MCLEAN COUNTY*

<u>Waste Type</u>	<u>Waste Amount</u>
Asbestos	11 CY Boxes
Aerosols Poison	6 drums (55-gallon)
Aerosol Paints and Solvents	8 CY Box
Antifreeze (Bulked in truck or drums)	9 drums (55 gallon)
Batteries Alkaline	7 drums (16 gallon)
Batteries Lithium	1 drum (5 gallon)
Batteries Ni-Cad	1 drum (16-gallon)
Batteries Sealed Lead	1 drum (30 gallon)
Corrosive Acids	7 drums (55-gallon)
Corrosive Caustics	11 drums (55-gallon)
Flammable liquids/Adhesives/Sealers	28 CY Boxes
Flammable Liquids/Solvents Bulked	12 drums (55-gallon)
Fluorescent Bulbs	5160 Bulbs
Fluorescent Bulbs-HID, CFL, U-shaped bulbs	5 drums (55-gallon)
Latex Paint LP	20 drums (55-gallon)
Mercury	2 drums (5-gallon)
Oxidizers-Liquids	4 drums (55-gallon)
Oil-Based Paint	21 drums (55-gallon)
Oil	18 drums (55 gallon)
PCB Capacitors and Transformers	1 drum (5-gallon)
Toxic Liquids	44 drums (55-gallon)
Toxic Solids/Poisons LP	10 CY Box
Water Reactive Solids	1 drums (5-gallon)

**Approximates are based upon the October 5, 2013 Collection Event in Normal, Illinois.
Not all possible waste categories represented.*

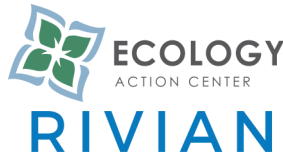
Appendix C

Example Event Flyer



202 W College Avenue, Normal, IL
ecologyactioncenter.org
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Saturday, September 9, 2017 8 a.m. - 2 p.m.
McLean County Household
Hazardous Waste Collection
Rivian Automotive (former Mitsubishi)
South Entrance on West College near Mitsubishi Motorway, Normal, IL



THIS EVENT IS FOR MCLEAN COUNTY RESIDENTS ONLY—BRING I.D.
NO BUSINESS-GENERATED WASTE CAN BE ACCEPTED BY LAW.

**ITEMS
ACCEPTED:**

Oil-based paints, yard care chemicals, electronics, mercury containing items, CFLs and fluorescent tubes, asbestos, harsh household cleaners, poisons, spray paints and other aerosols, medicines, and corrosives.

**ITEMS NOT
ACCEPTED:**

Latex paint, tires, agricultural chemicals, propane tanks, business wastes, smoke detectors, explosives, farm machinery oil, fireworks, fire extinguishers, lead acid batteries, medical wastes, sharps, and needles.

**LATEX PAINT
IS NOT HAZARDOUS:**

Dispose of latex paint safely and legally by drying it out completely and then putting it in the trash. Pour it onto several layers of old newspaper in a thin layer for quick drying.

**HELP YOUR
NEIGHBORS—
CARPOOL YOUR HHW:**

Help keep the lines short and wait to a minimum by bringing materials from multiple households in one car. Please help neighbors who are elderly, have mobility restrictions, or do not have cars.

VOLUNTEER:

We need your help to keep traffic flowing smoothly—individuals 18 years old and older sign up at HHWmclean.org

DONATE:

In the absence of traditional state funding, this service is funded through a innovative public-private partnership. Please do your part—make a financial contribution to the McLean County HHW Fund.

**FOR MORE
INFORMATION:**

Contact the Ecology Action Center at (309) 454-3169 or go to HHWmclean.org



HHWmclean.org

Appendix D

Listing of HHW Materials to be Accepted



202 W College Avenue, Normal, IL
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APPENDIX D: Hazardous Waste Materials To Be Accepted

Pesticides/herbicides
Insect sprays/strips
Pool chemicals
Flea powder
Fertilizers
Rodent killer
Antifreeze
Transmission/brake fluid
Mothballs
Gasoline treatments
Radiator flusher fluid
Roofing/tar/asphalt
Kitchen cleaners
Floor/carpet cleaners
Photo chemicals
Chemistry/art supplies
Acid/fluids/carburetor cleaner
Rust proofer
Oil/lead paint
Paint thinners
Degreasers/solvents
Wood preserve
Stain/varnish
Florescent bulbs/tubes
Batteries
Mercury lamps

Radioactive materials, tires, explosives, gas cylinders and white goods will not be accepted at the event. A separate service provider will collect e-waste. Latex paint will be strongly discouraged in all event promotions but should still be anticipated.

Appendix E

Example Site Safety Plan



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309-454-3169

APPENDIX E: EXAMPLE SITE SAFETY PLAN

INTRODUCTION

The purpose of the site safety plan is to establish requirements for protecting the health and safety of employees of the Contractor, state and local government and the public during all activities conducted at the household hazardous waste collection site.

The County supervisor on site shall be able to request changes or modifications to the site safety plan or operations in regards to improving safe practices at the collection site.

The site safety plan has been written to avoid misinterpretation, ambiguity, and mistakes that verbal orders cause. The plan must be reviewed and approved by qualified personnel.

All organizations, which have an active role at the collection site, must be familiar with the plan.

All workers involved at the collection site must be familiar with the safety plan, or the parts that pertain to their specific activities. It is the responsibility of personnel involved at the site as workers to comply with the requirements in the plan.

All operations and equipment will comply with OSHA Regulations 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" and applicable parts of OSHA 29 CFR 1910 and 1926.

[A] Key Personnel

Project Manager/Safety Officer: _____

Alternate: _____

[B] Employee Education and Training

All operational employees participate in routine health and safety education and training programs. These programs directed by the Health and Safety Officer are designed to provide these employees with a thorough knowledge of hazardous materials, health and safety hazard potentials and compliance with federal OSHA 29 CFR 1910.120(e): 40 hours initial instruction, 8 hours refresher training, supervisor's additional 8 hours specialized training, and EPA requirements. As a minimum, this training includes the following:

- ◆ General Safety Rules
- ◆ Basics of Chemistry
- ◆ Basics of Toxicology/Physiology
- ◆ Hazardous Materials (types/characteristics)
- ◆ Hazard Communication Information
- ◆ Respiratory Protection
- ◆ Respirator Training
- ◆ Chemical Protective Clothing
- ◆ Decontamination Procedures/Personal Hygiene
- ◆ Fire Prevention/Protection

- ◆ First Aid/CPR
- ◆ Confined Space Work/Safety
- ◆ Atmospheric Testing/Sampling Procedures
- ◆ Emergency Response Procedures
- ◆ Electrical Hazard
- ◆ Federal and State Regulations

[C] Personal Protective Equipment

All Contractor and County personnel in the active work area will be required to wear Modified Level "D" equipment which will be at a minimum:

- ◆ Tyvek* Disposable Coveralls
- ◆ Steel-toe Chemical Resistant Boots
- ◆ Goggles
- ◆ Latex Rubber Gloves - inner
- ◆ Chemical Resistant Gloves - outer

An alternate ensemble of personal protective equipment may be used by Contractor and County personnel when in the active work area in lieu of the above requirement, when ambient temperature and other ambient climatic conditions so warrant and are authorized in writing by the Agency PM or OSC. The alternate ensemble will consist of at least:

- ◆ Tyvek* Disposable Pants
- ◆ A chemical resistant apron covering at least the chest and torso
- ◆ Chemical resistant sleeve protectors extending from the wrist to above the elbow
- ◆ A long-sleeve uniform or work shirt
- ◆ Steel-toe Chemical Resistant Boots
- ◆ Goggles
- ◆ Latex Rubber Gloves - inner
- ◆ Chemical Resistant Gloves - outer

In case of an accidental release of lab chemicals to the environment and the Site Safety Officer deems it necessary to go to Level "B", the following personal protective equipment will be required in addition to those items noted above:

- ◆ Latex Rubber Gloves - 2 pair
- ◆ Forearm Length Butyl Rubber Gloves
- ◆ Self-Contained Breathing Apparatus (SCBA)

[D] Medical Surveillance

All employees involved with this project work will participate in a health surveillance program under the direction of an Occupational Physician. This program will include a pre-project medical evaluation and a post-project follow-up examination (when required). The pre-project evaluation will consist of the following:

- ◆ Comprehensive Health and Exposure History
- ◆ Physical Evaluation
- ◆ Urinalysis
- ◆ SMAC 24 including total cholesterol and High Density Lipoproteins and GGTP
- ◆ Complete blood count (CBC), differential, hematocrit, and hemoglobin
- ◆ Chest X-ray
- ◆ Pulmonary Function Testing
- ◆ Audiometry
- ◆ Vision Testing (distant, near, color)

Additionally, each employee will be evaluated to determine if they are physically able to perform work while using respiratory protective equipment in compliance with 29 CFR Part 1910.134 and ANSI Z88.2 1980.

[E] Air Monitoring

Every team involved in this project will have an investigation kit containing the following equipment:

A Combustible Gas Monitor to detect: 1. percent LEL; 2. percent of oxygen; 3. hydrogen sulfide gas parts per million.

CLEAN-UP

Equipment contaminated with hazardous waste will be decontaminated on-site.

[F] Site Control

Physical access into the site shall be along _____

_____.

Restricted site areas shall include, but not necessarily limited to the following:

- ◆ Exclusion (hot) zones - Note in detail.
- ◆ Contamination Reduction Corridors - Note in detail.
- ◆ Support Zone - Note in detail.

Attached is a map of the site with the above areas indicated. Access from the support zone will be such that entry must be made through the contamination reduction corridor in order to get to the exclusion zone. The exclusion zone will be clearly marked with fencing, rope, or barrier tape. Access to the contamination reduction corridor will also be clearly marked and the

direction of entry shall be indicated with a sign.

[G] Personal Decontamination

LEVEL D (Modified)

- ◆ Remove chemical resistant outer gloves
- ◆ Remove Tyvek* coveralls
- ◆ Remove hard hat, goggles/safety glasses
- ◆ Remove inner disposable latex gloves

LEVEL B

- ◆ Remove chemical resistant outer gloves
- ◆ Remove Tyvek* coveralls
- ◆ Remove first pair of disposable latex gloves
- ◆ Remove SCBA
- ◆ Remove second pair of disposable latex gloves
- ◆ Clean respirator daily

[H] Standard Operating Procedures

A. Personal Precautions

- ◆ Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited in any area designated contaminated.
- ◆ Hands and face must be thoroughly washed upon leaving the work area.
- ◆ Whenever decontamination procedures for outer garments are in effect, the entire body should be thoroughly washed as soon as possible after the protective garment is removed.
- ◆ No facial hair, which interferes with a satisfactory fit of the mask-to-face-seal, is allowed on personnel required to wear respirators.
- ◆ Contact with contaminated or suspected contaminated surfaces should be avoided. Whenever possible, do not kneel on ground, lean, sit, or place equipment on drums, containers, or the ground.
- ◆ Medicine and alcohol can potentate the effects from exposure to toxic chemicals. Personnel should not take prescribed drugs on response operations where the potential for absorption, inhalation, or ingestion of toxic substances exists unless specifically approved by a qualified physician. Alcoholic beverage intake should be avoided.
- ◆ All personnel must be familiar with standard operating safety procedures and any additional instructions and information contained in the Site Safety Plan.

B. Operations

- ◆ All personnel going on-site must be adequately trained and thoroughly briefed on anticipated hazards, equipment to be worn, safety practices to be followed, emergency procedures, and communications.
- ◆ All personnel going into areas designated for wearing protective equipment must wear respiratory protective devices and clothing.
- ◆ Personnel on-site must use the buddy system when wearing respiratory protective equipment. As a minimum, a third person, suitably equipped as a safety backup, is required during extremely hazardous situations.
- ◆ During operations, on-site workers act as safety backup to each other. Off-site personnel provide emergency assistance.
- ◆ Personnel should practice unfamiliar operations prior to doing the actual procedure.
- ◆ Entrance and exit locations must be designated and emergency escape routes delineated. Warning signals for site evacuation must be established.
- ◆ Communications using radios, hand signals, signs, or other means must be established before mobilization. Emergency communications should be prearranged in case of radio failure, necessity for evacuation of site, or other reasons.
- ◆ Wind indicators visible to all personnel should be strategically located throughout the site.
- ◆ Personnel and equipment in the contaminated area should be minimized, consistent with effective site operations.
- ◆ Work areas for various operational activities must be established.
- ◆ Procedures for leaving a contaminated area must be planned and implemented prior to going on-site. Work areas and decontamination procedures must be established based on expected site conditions.
- ◆ **Flammable liquid bulking area**—Proper bonding methods shall be utilized between all containers of flammable liquids being emptied and receiving drums. Proper grounding methods shall be utilized between bulking drums and the ground. The grounding wire(s) or cable(s) between the ground and drums shall be tested with an ohm meter. Acceptable ohm meter readings for the ground should be less than 25 ohms and usually at 1 ohm. A fire extinguisher should also be located in this area. Proper PPE to be worn in this area includes flame retardant aprons or smock, gloves, goggles, and at least a half mask air purifying respirator.

◆ [I] Contingency Plan

The hazard that is most likely to happen is an accidental spill of material. Although all precautions will be taken to prevent breakage of household chemical containers, the Contractor must be prepared as this type of accident is the most likely incident to occur. The Contractor must identify and assess the most vulnerable resources nearby or pathways that a contaminant may travel to vulnerable resources nearby, such as a storm drain within a parking lot. Such pathways shall be protected to prevent contamination and to minimize hazards. In order to prevent as many spill opportunities as possible plastic bins will be utilized at the collection tables and the sorting tables.

INFORMATION

A red bulletin board will be placed in a conspicuous area. It will have the phrase "Emergency Information" in a contrasting color. Attached to the board will be:

Site Emergency Procedures:

- ◆ Listing names and emergency function of on-site personnel.
- ◆ Location of nearest telephones_____.
- ◆ Alternative means of emergency communication.

Copies of the following information will be collected for each site, posted in site trailers, kept in all site vehicles, and provided to responsible personnel in charge on-site.

The name, address, and telephone number for the local emergency services shall be compiled for this list. The following shall be included: ambulance, hospital, poison information center, fire department, police department, sheriff, airport, and state police.

Appendix F

Bid Sheet



202 W College Avenue, Normal, IL
ecologyactioncenter.org
309-454-3169

BID FORM

We, the undersigned, agree to furnish to the Ecology Action Center, the following item(s), per specifications, at the below listed prices and to supply all services, as required, in the Instructions to Bidders and Specifications.

ITEM	UNIT	QUANTITY (ESTIMATED ONLY)	UNIT PRICE	TOTAL PRICE
MOBILIZATION	L. SUM	1		\$0.00
ONSITE LABOR	L. SUM	1		\$0.00
TRANSPORTATION	L. SUM	1		\$0.00
WASTE STREAM & WASTE MANAGEMENT METHOD				
Aerosols, Flammable:				
-Fuel Blended	CY BOX	8		\$0.00
Aerosols, Poisons:				
-Incinerated	GALLON	330		\$0.00
Asbestos:				
- Landfilled	CY BOX	11		\$0.00
Asbestos-Roofing Tar Liquids:				
- Landfilled	POUND			\$0.00
- Incinerated	POUND			\$0.00
Batteries, Alkaline:				
- Recycled	GALLON	5		\$0.00
- Landfilled	GALLON	5		\$0.00
Batteries, Lithium:				
- Recycled	GALLON	5		\$0.00
Batteries, Mercury:				
- Recycled	GALLON			\$0.00
Batteries, Nickel-Cadmium:				
-Recycled	GALLON	16		\$0.00
Batteries, Other Rechargeable:				
-Recycled	GALLON			\$0.00
Corrosives:				
Treated	GALLON	990		\$0.00
Environmentally Hazardous Substance, n.o.s.:				
- Treated	GALLON			\$0.00
- Incinerated	GALLON			\$0.00
Flammable Liquids, bulked:				
-Fuel Blended	GALLON	660		\$0.00
Flammable Liquids, not suitable for bulking:				
-Fuel Blended	CY BOX	28		\$0.00
-Incinerated	CY BOX	28		\$0.00
Flammable Liquids, Toxic:				
-Fuel Blended	GALLON			\$0.00
-Incinerated	GALLON			\$0.00
Mercury/Mercury Containing Items:				
-Recycled	GALLON	10		\$0.00
Metallic Paint (Aluminum, Zinc)				
-Incinerated	GALLON			\$0.00
Organic Peroxide Liquids:				
Incinerated	GALLON			\$0.00
Oxidizers:				
Treated	GALLON	220		\$0.00
Incinerated	GALLON	220		\$0.00
Oil Filters				
Recycled	GALLON			\$0.00
Old/Unused Medication (Non-DEA Controlled only)				
Incineration	GALLON			\$0.00

PCB Capacitors, Ballasts, & Transformers:				
Incinerated	GALLON	5		\$0.00
Recycled	GALLON	5		\$0.00
Non-PCB Ballasts				
Recycled	GALLON			\$0.00
PCB Contaminated Liquids:				
Incinerated	GALLON			\$0.00
Reactives				
Incinerate	GALLON			\$0.00
Toxic Liquids, inorganic n.o.s.:				
Treated	GALLON	1210		\$0.00
Incinerated	GALLON	1210		\$0.00
Toxic Liquids, organic n.o.s.:				
Treated	GALLON	1210		\$0.00
Incinerated	GALLON	1210		\$0.00
Toxic Liquid, Penta-Reactive:				
Incinerated	GALLON			\$0.00
Toxic Solids:				
Incinerated	CY BOX	10		\$0.00
Antifreeze:				
-Bulked in Drums & Recycled	GALLON	495		\$0.00
-Bulked in Truck & Recycled	GALLON	495		\$0.00
Waste Oils:				
-Bulked in Drums & Burned for Fuels or Recycled	GALLON	990		\$0.00
-Bulked in Truck & Burned for Fuels or Recycled	GALLON	990		\$0.00
Latex Paints/Stains:				
-Loose packed & fuel blended	GALLON	1100		\$0.00
-Loose packed & recycled	GALLON	1100		\$0.00
-Loose packed Solidified & Landfilled	GALLON	1100		\$0.00
Oil-Based Paints/Stains:				
-Loose packed & fuel blended	GALLON	1155		\$0.00
Commingled Oil and Latex Paints/Stains:				
-Loose packed & fuel blended	GALLON			\$0.00
Bulbs/Lamps - Recycled:				
4 foot fluorescent bulbs	EACH	2580		\$0.00
8 foot fluorescent bulbs	EACH	2580		\$0.00
U-shaped fluorescent bulbs	GALLON	92		\$0.00
Compact fluorescent Bulbs	GALLON	92		\$0.00
HID Bulbs	GALLON	92		\$0.00
Halide Bulbs	EACH			\$0.00
Lead Acid Batteries				
-Recycled	GALLON	30		\$0.00
				\$0.00
TOTAL PRICE				\$0.00

BIDDER CERTIFIES THAT BIDDER IS NOT DELINQUENT IN THE PAYMENT OF ANY TAX ADMINISTERED BY THE ILLINOIS DEPARTMENT OF REVENUE. BIDDER FURTHER CERTIFIES COMPLIANCE WITH PA87-1257.

Firm

Street and Number

Authorized Signature

City, State, and Zip

NOTE: Bidder may submit Alternate pricing as an attachment to this Bid Form.

Appendix G

HHW Collection Program Agreement



202 W College Avenue, Normal, IL
ecologyactioncenter.org
309-454-3169

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

THIS AGREEMENT TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES, (hereinafter referred to as "Agreement") made and entered into as of this _____ day of _____, in the year of 2019, is by and between the Ecology Action Center (hereinafter referred to as "EAC") and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the Illinois Solid Waste Planning & Recycling Act mandates counties to plan for the management of solid waste; and

WHEREAS, the Ecology Action Center has entered into an agreement with the City of Bloomington, the Town of Normal and County of McLean to administer and implement the McLean County Household Hazardous Waste Program; and

WHEREAS, the biennial McLean County HHW event is scheduled for September 2019; and

WHEREAS, in keeping with the County's Solid Waste Plan, the EAC would like to provide for the safe collection, appropriate management, transportation, and disposal or recycling of Household Hazardous Waste through a HHW Collection Event, _____ has been selected by the EAC to provide the required operational and support services.

NOW, THEREFORE in consideration of the premises and mutual covenants contained in this Agreement, the parties agree that:

ARTICLE 1.0 DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words and phrases shall be interpreted as follows:

"Act" means the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.

"Acceptable Waste" means the material described in Section 7.1 for which CONTRACTOR is licensed, permitted and otherwise authorized to collect from Eligible Participants at a HHW Collection for processing, packaging, transportation, recycling, treatment, storage, and or disposal.

"Certificate of Destruction" means the document submitted by CONTRACTOR to EAC as evidence that materials collected, packaged and manifested for disposal by means of destructive incineration were in fact completely destroyed at a fully licensed and permitted incinerator.

"Certificate of Disposal" means the document submitted by CONTRACTOR to EAC as evidence that materials collected, packaged and manifested for disposal by means of landfilling at a fully licensed and permitted landfill.

"Certificate of Recycling" means the document submitted by CONTRACTOR to EAC as evidence that materials collected, packaged and manifested for disposal by means of recycling or reclamation or reuse at a fully licensed and permitted facility.

"Certificate of Tracking" means the document submitted by CONTRACTOR to EAC as evidence of the location of materials collected, packaged and manifested for disposal by means of destructive incineration but not yet completely destroyed at a licensed, permitted facility.

"Collection Day" "Collection Event" means a HHW Collection conducted by the CONTRACTOR at the direction of the EAC.

"Collection Event Site" means the location provided by a Host Entity and used by the CONTRACTOR to conduct the HHW Collection.

"EAC Site Manager" means the delegated representative of the EAC

"De-mobilization" means the transportation of all personnel, equipment, supplies and incidentals required to perform the services described in this Agreement from the Collection Event Site.

"DOT" means the United States Department of Transportation.

"Eligible Participants" means a resident or a local government of McLean County bringing residentially generated waste materials to a collection event. Individuals attempting to deliver commercial, institutional, or other non-residential wastes are not Eligible Participants.

"EPA" means the United States Environmental Protection Agency and/or the Illinois Environmental Protection Agency.

"Facility" means a storage, treatment, and/or disposal facility owned, operated, or approved by CONTRACTOR, and which is permitted to accept waste materials under applicable laws and regulations.

"HHW" means household hazardous waste.

"HHW Collection Program" means the EAC administered program that provides collection and proper disposal of Acceptable Wastes from County residents.

"Host Community" means a municipality, or other public entity providing a site for a Collection Event.

"Host Entity" means a business, person or other private entity providing a site for a Collection Event. For this agreement, the Host Entity is Rivian Automotive located at 100 N. Mitsubishi Motorway, Normal, IL.

"HHW Collection" means an operation where services are performed as described in this agreement to accept, prepare, and transport Acceptable Wastes from Eligible Participants to a Facility.

"Mobilization" means the transportation of all personnel, equipment, supplies and incidentals required to perform the services described in this Agreement to and from the Collection Event Site.

"Profile Sheet" means a standard CONTRACTOR Generator's Waste Profile Sheet executed by the Generator (as defined in 40 CFR 260.10).

"Restricted Access Area" means any clearly designated, cordoned-off portions of a Collection Event Site location that are only open to authorized CONTRACTOR and EAC personnel wearing appropriate personal protective equipment.

"Segregation and Packaging Area" means a Restricted Area at a Collection Event Site used to further analyze, segregate, and package Acceptable Wastes.

"Services" means analytical, collection, management, treatment, remediation, transportation, disposal and recycling services and such other services, which CONTRACTOR may perform from time to time with respect to EAC'S waste materials.

"Site Set-Up" means any unloading, assembly, or other preparation work required at the completion of Mobilization to establish a fully operational HHW Collection.

"Site Tear-Down" means any loading, disassembly, Collection Event Site cleanup, or other preparation work required at the completion of a Collection Event to ready CONTRACTOR'S personnel and equipment for De-mobilization.

"Technical Services Manager" means the individual employee of the CONTRACTOR responsible for the overall management and operation of work conducted under this agreement. The Technical Services Manager shall have sufficient authority and discretion to make field decisions and commitments on behalf of CONTRACTOR.

"Unacceptable Waste" means material delivered to a Collection Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor or which has physical characteristics which otherwise suggest, indicate or demonstrate that the container or material is not eligible for consideration under the terms and conditions of this agreement, or applicable and/or relevant Federal, State and/or local statute, law, rule, regulation or ordinance.

"Unknown Waste" means material delivered to a Collection Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor or which has physical characteristics which otherwise suggest, indicate or demonstrate that the container or material is not eligible for consideration under the COUNTY'S Solid Waste Management Plan (as amended), terms and conditions of this agreement, or applicable and/or relevant Federal, State and/or local statute, law, rule, regulation or ordinance.

"Waste Receipt Area" means the area at a Collection Event Site used to perform initial waste screening and unloading of vehicles belonging to Eligible Participants.

Section 1.2 Undefined Terms. Terms not specifically defined in Section 1.1 of this Agreement shall take on their generally accepted meanings.

ARTICLE 2.0 SCOPE OF AGREEMENT

Section 2.1 Cooperation. The parties shall cooperate and use their best efforts, pursuant to the terms of this Agreement, to facilitate the HHW Collection Program. Accordingly, the parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner.

Section 2.2 General EAC Responsibilities. EAC shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

- (a) Identification and procurement of a suitable location for the HHW collection event.

- (b) Coordination of communications between the CONTRACTOR, event sponsors, volunteers, partners, and Host Entity, and property owners hosting the Collection Event.
- (c) Publication of the times, dates and locations of the Collection Event. The EAC shall also make a reasonable effort to educate Eligible Participants regarding acceptable HHW materials.
- (d) Provide directional signage outside of collection event site an additional signage inside signage on the day of the Collection Event.
- (e) Traffic control, including queuing and staging of vehicles of Eligible Participants outside and inside the Collection Event Site, before they reach the Waste Receipt Area.
- (f) Provide event staff or volunteers to take survey data, direct traffic, collection donations, and distribute educational materials.
- (g) Solicitation of approval for one-day collection event by the Illinois EPA.

Section 2.3 General Contractor Responsibilities. CONTRACTOR shall be responsible for the following activities during the term of this Agreement.

- a) Provide the services detailed in this Agreement and the contractor's proposal
- b) Provide all management, supervision, personnel, tools, materials, equipment, services, and supplies necessary to conduct the services detailed in this Agreement in accordance with the terms and provisions of this Agreement.
- c) Package, load, and safely transport all HHW accumulated, collected, or picked up during the performance of the services detailed in this Agreement to an appropriate recycling, treatment, storage and disposal facility in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- d) Store, recycle, treat, and or dispose all household hazardous wastes or wastes generated from the services conducted under this Agreement in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- e) Prepare and package containers to minimize space within the container and to minimize the number of containers requiring disposal and transportation from the HHW Collection to a Facility.
- f) Preparing and submitting all reports, invoices, and other documentation required for the fulfillment of the CONTRACTOR'S responsibilities under this Agreement.

ARTICLE 3.0

TERM OF AGREEMENT and REFERENCED DOCUMENTS

Section 3.1 Term of this Agreement. This agreement is effective as of the date of execution to date of receipt of final payment unless terminated before under provisions of Article 12.

Section 3.2 Referenced Documents. Contractor's original proposal is referenced and considered as part of this agreement including, specifications, bid sheet.

**ARTICLE 4.0
HHW COLLECTION EVENT, LOADING, AND TRANSPORT**

Section 4.1 Planning of Collection Events.

- (a) The CONTRACTOR shall provide adequate staffing, equipment, and supplies for the scheduled Collection Event. The CONTRACTOR shall consider the commitments of this Agreement when undertaking other projects that may jeopardize the CONTRACTOR'S ability to commit additional personnel, equipment and supply reserves available to Collection Events in accordance with Section 4.7(b).
- (b) The CONTRACTOR shall prepare customized Collection Event Plans for the Collection Event. Collection Event Plans will include site specific maps, a site specific Site Safety Plan, proposed CONTRACTOR staffing levels, and an event-specific detailed equipment listing. The Collection Event Plan will also describe and provide a timetable for mobilization, Site Set-Up, Site Tear Down and de-mobilization. The EAC and CONTRACTOR shall mutually agree upon all timetables set forth in the Collection Event Plan. Site Specific maps will include a traffic flow pattern diagram, a Collection Site layout diagram, and maps required to illustrate the Site Safety Plans. The site layout plan shall provide for a contamination reduction zone separating the Waste Receipt Area from the Segregation and Packaging Area. To the degree applicable, any provision in a Collection Site Plan that conflicts with this Agreement, this Agreement shall control. Site Safety Plans shall contain information equivalent to the example provided in Attachment E of the RFP.
- (c) The CONTRACTOR shall submit Collection Event Plans to the EAC at least 7 days before the date of the Collection Event. The CONTRACTOR will make a reasonable effort to modify or amend a Collection Event Plan to address questions and concerns raised by the EAC or the Host Entity.
- (d) The EAC shall work to publicize each Collection Event. The EAC will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. The CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior authorization from the EAC.
- (e) The CONTRACTOR shall submit a certificate of insurance consistent with Article 9 of this Agreement and an indemnification agreement which identifies and holds the EAC, City of Bloomington, Town of Normal, McLean County, Rivian Motors, and other event partners harmless from any claims, demands, suits, or causes of action which may arise as a result of CONTRACTOR'S failure to comply with the provisions of this Agreement at least fourteen (14) days prior to the date of a Collection Event. Such certificate of Insurance shall list the EAC, McLean County, City of Bloomington, Town of Normal, Rivian Motors, and other community partners as an additional insured. Such indemnification agreement shall designate the above listed participants as a party directly indemnified by CONTRACTOR. CONTRACTOR shall provide EAC with copies of the certificates and agreements issued pursuant to this Section.

- (f) EAC has all necessary authority to enter into this Agreement with respect to such waste materials;
- (g) EAC is under no legal restraint which prohibits the transfer of possession of such waste materials to CONTRACTOR; and
- (h) EAC shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations.

Section 4.2 Mobilization and Site Set-Up for Collection Events.

- (a) The CONTRACTOR shall be responsible for all Mobilization and Site Set-Up operations required establishing each Collection Event Site. Mobilization and Site Set-Up operations shall be performed in accordance with the Collection Event Plan and this Agreement.
- (b) The deadline for the CONTRACTOR'S completion of Mobilization and Site Set-up operations shall be one-half hour before the scheduled starting time determined by the EAC for the Collection Event.
- (c) In no circumstances shall CONTRACTOR perform any act that will permanently alter, change or damage the Collection Event Site without prior permission from the EAC and the Host Entity. CONTRACTOR shall include any requests for permission to perform any act otherwise prohibited in this provision in the Collection Event Plan. The EAC and the Host Community or Host Entity may, at their sole discretion, grant or deny a request for permission made in the Collection Event Plan or made by CONTRACTOR'S Technical Services Manager during a Collection Event. Permanent change, alteration or damage to shall include the destruction, defacing, or modification of any surface, structure, real estate or other property at Collection Event Site beyond normal wear and tear. The Contractor shall provide any necessary protection including spill protection and containment.

Section 4.3 Collection Event Site Utilities.

- (a) CONTRACTOR shall be solely responsible for the provision of adequate electricity, potable and non-potable water, portable human sanitation units, a hand wash station, and any other utilities required for the Contractor's operation of each Collection Event Site. At least one portable human sanitation unit (i.e. portable toilet) must be provided by Contractor at the Collection Event Site during the Collection Event, unless Host Entity provides permission for Contractor to utilize a restroom or unit already on site.

Section 4.4 Collection Event Site Operations. The CONTRACTOR shall be responsible for the operation of each Collection Event Site. Site operations shall include, but is not limited to, the provision of appropriate traffic control barriers once vehicles have passed County survey point, unloading of vehicles, protection of property or parking lot in unloading and packaging areas, screening of incoming waste, classification, segregation and temporary storage of incoming materials, identification of unknowns and temporary storage of incoming materials, loading of materials, transportation of all materials and waste off-site, and performed in accordance with the Collection Event Plan.

Section 4.5 Traffic Control on Collection Event Site.

- (a) CONTRACTOR shall be responsible for all operations inside the collection area including traffic control at restricted areas.
- (b) EAC and its partners shall be responsible for traffic control, including queuing and staging of vehicles of Eligible Participants, survey points and off-site traffic control.

Section 4.6 Restricted Access Areas of Collection Event Site.

- (a) CONTRACTOR shall establish and maintain clearly designated, cordoned-off or otherwise secure portions of each Collection Event Site that are only open to authorized CONTRACTOR and EAC personnel wearing appropriate personal protective equipment. Restricted Access Areas shall include, but may not be limited to, supply unloading areas, waste segregation, sorting, packaging, loading, and areas of forklift operation.
- (b) CONTRACTOR shall be responsible for maintaining the security in Restricted Access Areas at all times.

Section 4.7 Collection Event Site Personnel.

- (a) CONTRACTOR shall provide all personnel required to operate the Collection Site and fulfill all other responsibilities pursuant to this Agreement. All personnel utilized by CONTRACTOR shall be fully trained and equipped in accordance with all applicable regulations. CONTRACTOR shall provide EAC with sufficient verification of compliance with this provision upon request.
- (b) CONTRACTOR staffing at each Collection Event shall be maintained in a manner consistent with the Collection Event Plan.
- (c) CONTRACTOR personnel shall adhere to any and all Collection Event Site requirements of the Host Entity, such requirements may be, but not limited to, the prohibition of smoking within a specified area or property.

Section 4.8 Preliminary Waste Screening and Unloading of Vehicles at Collection Events.

- (a) CONTRACTOR shall be responsible for unloading of the vehicles of Eligible Participants. CONTRACTOR personnel shall confirm that individuals are delivering Acceptable Wastes and are Eligible Participants as defined in Section 1.1. CONTRACTOR shall take reasonable measures to make sure that all participants remain in their vehicles at all times. Waste brought to Collection Event(s) by Ineligible Participants will not be accepted. Before unloading a vehicle, CONTRACTOR will perform a preliminary screening of the material to determine the presence of radioactive and other Unacceptable wastes as defined in Section 7.2.
- (b) Unacceptable Waste identified during the preliminary screening will not be unloaded. CONTRACTOR shall collect information regarding Unacceptable Waste as required pursuant to Section 6.2 (b) (ii). The EAC's on-site representative shall be notified if a dispute arises regarding the acceptability of wastes brought by any Eligible Participant.

CONTRACTOR may provide alternative disposal and storage information to Eligible Participants attempting to deliver Unacceptable Waste.

- (c) Materials delivered by Eligible Participants deemed to be Acceptable Wastes during the preliminary screening process shall be unloaded by CONTRACTOR personnel. Vehicle unloading operations shall be conducted in a safe, efficient manner. At all times, the CONTRACTOR shall maintain conditions in the Waste Receipt Area to minimize the potential for accidents, spills, and injuries.
- (d) The CONTRACTOR shall have adequate labor and equipment to remove containers of Acceptable Waste from the vehicles of Eligible Participants.

Section 4.9 Secondary Waste Screening and Segregation of Acceptable Wastes at Collection Events.

- (a) After unloading Acceptable Waste from the vehicles of Eligible Participants at Collection Events, the CONTRACTOR shall transfer the material to the Segregation and Packaging Area and perform a secondary screening. During the secondary screening process CONTRACTOR personnel shall perform appropriate tests necessary to further identify, classify and segregate incoming Acceptable Waste.
- (b) CONTRACTOR shall stage segregated wastes destined for recycling, treatment or disposal in a safe manner allowing for efficient bulking and packaging operations.

Section 4.10 Bulking and Packaging of Acceptable Wastes.

- (a) CONTRACTOR shall bulk, loose pack in consumer packaging, or lab pack segregated Acceptable Wastes in accordance with DOT regulations. All bulking and packing must be performed in the Segregation and Packaging Area. Bulking will be the preferred method of packaging for high volume liquids such as used oil, antifreeze, and most flammable liquids, if it is deemed less costly for each particular waste stream and not excessively time consuming so as to hinder efficient Collection Event operation. When loose packing and lab packing is necessary, CONTRACTOR shall take appropriate steps to assure that containers and packing materials are used in a manner that will fully use the legal capacity of each container.
- (b) Bulking and packaging operations will be conducted in a manner that will minimize the potential for spills, fire, reaction, injury, and any other type of accident. CONTRACTOR shall provide for adequate spill containment and fire suppression capability in Segregation and Packaging Area at the HHW Collection.
- (c) CONTRACTOR personnel shall affix all required DOT and EPA labels to all drums or other containers containing Acceptable Waste at the time the waste is packaged at the HHW Collection.

Section 4.11 Manifesting and Documentation.

- (a) CONTRACTOR shall generate and maintain all documentation including, but not limited to, manifests and/or bill of lading required affecting the transportation of Acceptable

Wastes in accordance with applicable regulations. All manifests and other documents shall designate the CONTRACTOR as generator.

- (b) The required documentation for each container of Acceptable Waste shall be completed before being loaded into a vehicle for off-site transport.

Section 4.12 Interim Storage and Removal of Acceptable Wastes from Collection Events.

- (a) CONTRACTOR shall provide for the safe interim storage of containerized Acceptable Waste before loading and removal from the Collection Event Site. Only Restricted Access Areas shall be used for interim storage purposes. Interim storage operations shall be conducted in accordance with the Collection Event Plan and all applicable regulations.
- (b) CONTRACTOR shall load and transport materials collection from Collection Event in a manner which will prevent the amount of Acceptable Waste in interim storage from exceeding maximum levels established in the Collection Event Plan.

Section 4.13 Collection Site Security. CONTRACTOR shall be responsible for security at the Collection Event Site at all times after commencement of Mobilization until successful tear-down, De-mobilization and ultimate departure from the site.

Section 4.14 Site Tear-Down and De-mobilization.

- (a) The CONTRACTOR shall be responsible for the Site Tear-Down and De-mobilization operations required to close down each Collection Event Site. Site Tear-Down and De-mobilization operations shall be performed in accordance with the Collection Event Plan and this Agreement.
- (b) The deadline for the CONTRACTOR'S completion of Site Tear-Down and De-mobilization operations for each respective event shall be specified in the Collection Event Plan pursuant to Section 4.1. Generally Site Tear Down should be completed within two (2) hours after Collection Event ends. In no event shall the deadline for completion of Site Tear-Down and Demobilization be later than 7 hours after the cessation of HHW collection activities without the EAC and Host Entity's prior written authorization.
- (c) Site-tear down and De-mobilization shall include, but is not limited to, the clean-up of any spills, the removal of all of CONTRACTOR'S equipment and supplies, manual sweeping of the parking lot, removal of litter including blown litter resulting from event operations, and removal of all wastes generated during the Collection Event at the sole cost and expense of CONTRACTOR. Site Tear-Down and De-mobilization shall not be deemed complete until the Collection Event Site is returned to its pre-event condition.

ARTICLE 5.0 HOUSEHOLD HAZARDOUS WASTE MANAGEMENT

Section 5.1 Transportation.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for the transportation of all wastes accepted during the Collection Event, except for certain waste streams

that may be handled by a separate partner organization. The CONTRACTOR vehicles used to transport hazardous wastes, special wastes, or general material to or from the Collection Event Site shall be properly licensed and permitted to haul such wastes or material. Wastes shall only be transported to fully licensed and permitted recycling, treatment, storage, or disposal facilities for such wastes.

- (b) CONTRACTOR'S waste packaging and transportation operations shall comply with HM-181, HM-126 (f), DOT, EPA and any other applicable statutes, laws and/or rules and regulations. All wastes shall be labeled and manifested in accordance with all applicable regulations before being transported from the Collection Event Site.
- (c) Removal of hazardous, special, or general refuse waste from the Collection Event Site shall be performed in a manner that will minimize any disruptions of the Collection Event or Site as well as "minimize" the potential for accidents, injuries, and property damage.
- (d) CONTRACTOR shall provide appropriate documentation of the transportation of hazardous, special, or general refuse waste collected at the Collection Event to the EAC in a timely manner.

Section 5.2 Recycling, Treatment, Storage, and Disposal.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for recycling, treating, storing, or disposing of all wastes accepted during the Collection Event. The EAC reserves the right to accept or reject the use of any such treatment, storage, or disposal facility.
- (b) CONTRACTOR shall use only fully licensed and permitted recycling, treatment, storage, or disposal facilities to manage, transfer, treat, recycle, incinerate, fuel blend, and/or dispose wastes.
- (c) If CONTRACTOR delivers a waste stream from a Collection Event to a recycling, treatment, or disposal facility, and the waste stream is found to be contaminated with polychlorinated biphenyl's (PCBs), the Contractor has the sole responsibility for all non-conforming waste including analytical test results verifying the PCB contamination and its subsequent management, transportation and disposal.
- (d) CONTRACTOR shall consider recycling waste streams or waste materials as a first option. With treatment, fuel blending, and/or incineration to be considered next. Landfilling shall be considered as the disposal method of last resort. CONTRACTOR shall exhaust recycling, treatment and all other alternative treatment/disposal methods before landfilling wastes received from Collection Events.
- (e) Recyclables (i.e. uncontaminated cardboard boxes) generated from each Collection Event must be hauled to a recycling facility and be recycled. CONTRACTOR shall be required to recycle all non-contaminated cardboard. Documentation confirming recycling shall be submitted to EAC with Collection Event Report.
- (f) Non-recyclable, nonhazardous, nonspecial waste must be hauled and disposed in accordance with all applicable laws.

- (g) In the event that the EAC has contracted with other vendors for disposal of recyclables and nonrecyclable, nonhazardous waste, CONTRACTOR will work with said vendor(s) to fulfill 5.2 (e) and 5.2 (f).
- (h) The EAC shall not be responsible for any costs incurred as a result (directly or indirectly) of a reuse, recycling, treatment, storage, or a disposal facility's refusal to accept such wastes from CONTRACTOR. This includes the transport, re-packing and manifesting of such misdirected or rejected wastes including manifest discrepancies.
- (i) CONTRACTOR shall provide appropriate documentation confirming the recycling, treatment, storage, and/or disposal of hazardous, special, or general refuse waste from the Collection Event to the EAC in a timely manner. This documentation shall include, but is not limited to, appropriate certificates of tracking.

ARTICLE 6.0 REPORTING REQUIREMENTS

Section 6.1 General Record Responsibilities.

- (a) CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the HHW Collection Program.

Section 6.2 Individual Collection Event Reports.

- (a) CONTRACTOR shall submit a Collection Event Report to the EAC within fourteen (14) business days after the completion of each Collection Event.
- (b) The Individual Collection Event Report shall include, at a minimum:
 - i) Collection Site data such as weather conditions, number of vehicles, and CONTRACTOR'S adherence to the timeline set forth in the Collection Event Plan;
 - ii) Waste data including types, quantities in weight and volume (approximations for Unacceptable Waste, precise measures for Acceptable Waste), and general disposition information for Acceptable and Unacceptable Wastes brought to the Collection Event, except for certain waste streams that may be handled by a separate EAC partner organization
 - iii) Documentation that confirms non-contaminated cardboard was recycled at a recycling facility.
 - iv) CONTRACTOR personnel data including the names, job titles, and hours worked by CONTRACTOR employees during the Collection Event;
 - v) Complete spill, accident, and injury reports for all CONTRACTOR'S activities relating or stemming from the Collection Event; and
 - vi) Specific recommendations regarding how the planning and/or operation of future events can be improved based upon the experienced gained during the Collection Event.

Section 6.3 Waste Disposition Reports.

- (a) CONTRACTOR shall submit Waste Disposition Reports to the EAC as information regarding the transportation, storage, recycling, treatment, and or destruction of all wastes, including the final destination facilities, accepted at the Collection Event (except for certain waste streams that may be handled by a separate partner organization) as it becomes available.
- (b) Waste Disposition Reports shall include Certificates of Tracking, Certificates of Recycling, and other documentation recognized by applicable regulatory authorities.
- (c) Notwithstanding Article 2.0 or any other provisions in this Agreement, CONTRACTOR'S responsibilities to the EAC pursuant to this Section shall continue until Waste Disposition Reports accounting for the recycling, treatment, disposal, and/or destruction of all of the wastes have been submitted in a form acceptable to the EAC.

ARTICLE 7.0 ACCEPTABLE AND UNACCEPTABLE WASTES

Section 7.1 Acceptable Wastes.

- (a) The class of "Acceptable Wastes" that CONTRACTOR is authorized to collect from Eligible Participants shall include: anti-freeze, corrosives, oxidizers, flammable solvents, gasoline, waste solvents, oil based paints, latex based paints, poisonous solids, mercury containing items, non-DEA controlled pharmaceuticals or medications, epi-pens, new sharps containing medication, personal care products, poisons and pesticides, used oil, used oil filters, pentachlorophenol-reactive toxic liquids, fluorescent bulbs/tubes, HID bulbs, PCB containing ballasts or items, batteries, lead-acid batteries, refrigerant gases, handheld and small compressed gas cylinders, environmentally hazardous substances, liquid or solids, not otherwise specified.
- (b) Acceptable Wastes shall also include drums of waste, consisting of non-DEA controlled pharmaceuticals, medications, or personal care products, collected from residents at various local government controlled sites within the County and then delivered to One Day HHW Collection events or the County Warehouse by local governments. The local government will sign a COUNTY generated Drum Transfer Form indicating that no DEA Controlled substances are located within the drum.
- (c) The EAC has the discretion to add or remove wastes from the list of Acceptable Wastes. The Contractor will be notified prior to a Collection Event if the list of Acceptable Wastes has been changed.
- (d) The class of "Acceptable Wastes" shall NOT include any material which the CONTRACTOR is not fully licensed, permitted and otherwise authorized to process, package, transport, recycle, treat, store, and or dispose.

Section 7.2 Unacceptable Wastes.

- (a) The class of "Unacceptable Wastes" that CONTRACTOR is not authorized to collect from Eligible Participants shall include radioactive, household appliances, tires, DEA-

controlled substances, empty containers, and un-identifiable wastes in bulk containers. In addition, explosives, reactives requiring refrigeration, biological and medical waste, munitions, and large compressed gas cylinders will not be handled by the CONTRACTOR, unless the CONTRACTOR and the EAC mutually agree that the CONTRACTOR will handle the wastes and the EAC will be responsible for all costs associated with the proper disposal of such Unacceptable Wastes. Non-special, non-contaminated wastes, including trash and non-hazardous debris and materials described in Section 7.1 (b) will not be accepted, except for packaging or containers used in transportation of Acceptable Wastes.

- (b) The class of "Unacceptable Wastes" shall include any material generated by any business, industrial or commercial facilities.
- (c) In the event any material which cannot be accepted as part of this Collection Program/ Event is abandoned by a participant/resident at or near the Collection Site on the day of the event, CONTRACTOR shall be obliged to accept that material for proper disposal so long as CONTRACTOR can legally accept said material and the EAC accepts responsibility to pay all reasonable costs associated with the proper disposal for the abandoned material.

ARTICLE 8.0 NON-CONFORMING WASTE

Section 8.1 Non-Conforming Waste. If the waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, CONTRACTOR and EAC shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and /or correct any improper containerization, marking or labeling to enable CONTRACTOR to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after CONTRACTOR notifies EAC the waste materials are non-conforming, resolve the same as set forth above, CONTRACTOR shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of disposition. EAC agrees to pay CONTRACTOR its reasonable expenses and charges incurred with respect to the non-conforming waste materials. EAC shall be notified in writing of any non-conforming waste prior to invoicing.

ARTICLE 9.0 INSURANCE

Section 9.1 Required Insurance. The CONTRACTOR shall obtain and maintain for the duration of this Agreement, insurance in accordance with the provisions set forth herein.

Section 9.2 Risk of Loss. The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and the Contractor shall maintain such insurance, as Contractor may deem necessary to protect self against such loss or damage.

Section 9.3 Minimum Limits of Insurance. The CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain throughout the term of the Agreement, insurance with limits of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000), (exclusive of legal defense costs), and appropriate umbrella liability

coverage of ten million dollars (\$10,000,000) per occurrence to protect it, its employees, agents, and subcontractors, the EAC, its employees, Board Members, officers, volunteers, agents, donors, sponsors, Governmental Partners and Host Entities from any and all claims made against any of them that arise from, are the result of, or occur pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of, or performance under this Agreement, and specifically encompassing actions or omissions of any of the aforementioned persons to be covered. Any coverage obtained shall acknowledge the insurer's duty to defend any insured against any and all claims arising from, resulting from, or occurring pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of this Agreement. The insurer's duty to defend shall not terminate before the "per occurrence" or "annual aggregate" limits are exhausted by the obligation to pay claims under the policies.

Section 9.4 Scope of Coverage. The types of claims to be covered shall include, but are not limited to the following:

- (a) Claims under worker's compensation and other similar employee benefit act(s),
- (b) Claims for damages because of bodily injury, occupational illness or disease, or death of an employee,
- (c) Claims for damages because of bodily injury, occupational illness or disease, death or other pecuniary or non-pecuniary loss of any person or party other than an employee,
- (d) Claims for damages because of injury in any way relating to or destruction of property, including loss of use therefrom,
- (e) Claims for damages and/or clean-up costs resulting from spills or releases of wastes, fires, explosions, or other causes of environmental contamination that may occur during the conduct of any activity required by this Agreement;
- (f) Claims for legal expenses court costs and reasonable attorney's fees.

Section 9.6. Proof Of Carriage Of Insurance.

- (a) The Contractor shall furnish the EAC at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." Coverage shall be maintained for at least sixty (60) days beyond the completion of all the CONTRACTOR'S duties under this Agreement as acknowledged by the EAC or the termination of the Agreement, whichever date is later. Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.
- (b) All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

- (c) The Contractor shall provide a certificate of insurance which meets the minimum limits of insurance and lists the Host Entity as certificate holder and as additional insured.
- (d) Insurance Companies shall maintain a financial strength rating and shall provide all insurance coverage and claims paying ability rating no lower than "A" minus "VIII" as rated by the most current AM Bests Insurance rating.

EAC shall consider canceling this Agreement with Contractor if it has not fully discharged its responsibilities for the Collection Event, under the term of this contract including, but not limited to, submission of all documentation verifying proper disposal, reuse, recycling, treatment and/or destruction within nine (9) months after the HHW Collection Event.

Section 9.7 CONTRACTOR'S Failure to Maintain Required Insurance. The failure of the CONTRACTOR to obtain or maintain the insurance coverage required by this Agreement throughout the period specified above shall be sufficient cause for the EAC to terminate this Agreement, at its sole discretion.

ARTICLE 10.0 INDEMNIFICATION

Section 10.1 Indemnification.

The Contractor agrees to indemnify, save harmless and defend the EAC, its agents, volunteers, donors, board members, host entities, representatives, officers, officials, employees, governmental partners and eligible participants, from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and reasonable attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the sole willful and wanton conduct of the EAC, its agents, servants, governmental partners or employees or any other person indemnified hereunder. In no event shall either party be responsible to the other for consequential, incidental, indirect, special or punitive damages.

The acceptance by the EAC, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

ARTICLE 11.0 SUBCONTRACTORS

Section 11.1 Responsibility for Subcontractors.

- (a) The CONTRACTOR shall assume responsibility for all services provided for in the Agreement, even if performed by a subcontractor. Furthermore, the CONTRACTOR shall be the point of contact with the EAC concerning issues associated with the Agreement, including but not limited to, all issues of subcontracted work.
- (b) The CONTRACTOR shall be completely responsible for the subcontractor's adherence to all provisions of the contract, and for any claims or damages that may arise as a result of acts or omissions on the part of the subcontractor.

Section 11.2 Approval of Subcontractors.

- (a) The EAC reserves the right to approve any and all subcontractors. Any delay or standby costs, which arise because the CONTRACTOR provided a subcontractor unacceptable to the EAC, shall be at the CONTRACTOR'S sole risk.
- (b) The EAC reserves the right to hire any and all subcontractors to supplement or replace certain services provided by CONTRACTOR. The CONTRACTOR shall have no responsibility for the actions or inactions of any subcontractors hired by the EAC. However, the CONTRACTOR must cooperate with the subcontractor to the extent necessary and practical.

ARTICLE 12.0 TERMINATION

Section 12.1 Termination of Agreement.

- a) Either party may terminate this Agreement upon sixty (60) days written notice to the other pursuant to the notice requirements in Section 14.3 of this Agreement.
- b) Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall not commence any further work on behalf of the EAC. CONTRACTOR shall complete all tasks required for the fulfillment of its contractual responsibilities relating to work commenced before the date of termination. EAC shall only compensate CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.

ARTICLE 13.0 INVOICING AND PAYMENTS

Section 13.1 Invoicing.

Contractor shall submit invoices for the collection event to Michael Brown, Executive Director, Ecology Action Center, 202 West College Avenue, Normal, Illinois 61761

- a) The invoice must include event or service location, individual waste stream weight in pounds, container type and size, container quantity for each waste stream, unit price, waste stream name (waste stream and packaging procedure), method of disposal, disposal site, and manifest number. No fuel or energy surcharges will be allowed for any service provided under this Agreement.

Section 13.2 Payments.

- a) Billing for each category must match the amount indicated on the respective bid sheets. Any deviations from the bid sheets must have prior authorization from the EAC.
- b) All pay-outs/payments to the CONTRACTOR will be made within sixty (60) days of invoicing following the completion and submittal of all required paperwork as stated in the contract documents after each event or service date. ARTICLE 14.0

MISCELLANEOUS

Section 14.2 Assignment. This Agreement shall be binding on CONTRACTOR and its successors and assigns. Neither party to the Agreement shall assign the Agreement nor any document or instrument executed in connection therewith without the written consent of the other, which shall not be unreasonably withheld.

Section 14.3 Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

- (a) If to EAC: Michael Brown, Executive Director
Ecology Action Center
202 West College Avenue
Normal, IL 61761
- (b) If to CONTRACTOR: CONTRACTOR
Attention: (name)
(Address)
(City), IL (zip)

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 14.4 Relationship of the Parties. Neither party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall render either party a partner, agent or representative of the other party or create any fiduciary relationship between the parties.

Section 14.5 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or be construed to be a waiver thereof, so that such right may be exercised from time to time and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If either party breaches any provision, responsibility, warranty, or covenant contained in this Agreement or thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 14.6 Amendment. This document may not be amended except by written agreement signed by the authorized representatives of all parties hereto.

Section 14.7 Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. EAC Executive Director will be EAC's representative under this Agreement. CONTRACTOR shall assign a representative. EAC and CONTRACTOR shall give notice to the other if either elects to change its authorized representative.

Section 14.8 Agreement Governed by Illinois Law. The laws of the State of Illinois shall govern this Agreement. The venue for any dispute relating to this agreement shall be in the Eleventh Judicial Circuit in McLean County, Illinois.

Section 14.9 No Other Agreement. All negotiations, proposals and agreements prior to the date of this Agreement are superseded hereby, there being no agreements or understandings other than those written or specified herein, unless otherwise provided. This Agreement hereto constitutes the entire agreement between EAC and CONTRACTOR with respect to the operation of the McLean County HHW Collection Program. In the event of a conflict between the terms set forth herein and any supplemental contract documents, the terms set forth herein shall govern. The preprinted terms and conditions appearing on any EAC purchase order or other form order documents shall be null and void.

Section 14.10 Successors and Assigns. This Agreement shall be binding upon inure to the benefit of the respective successors, assigns, administrators, and trustees of EAC and CONTRACTOR.

Section 14.11 Execution of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but the same instrument.

Section 14.12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of the determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this Agreement, how they shall be amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the EAC have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and CONTRACTOR and EAC have cause this Agreement to be dated as of the date and year first written above.

ECOLOGY ACTION CENTER

CONTRACTOR

By: _____
Michael Brown
Executive Director

By: _____
Name

Title

CONTRACTOR

By: _____
Name

Title

Attest:

By: _____

By: _____