

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement ("AGREEMENT") is made and effective as of August 21, 2012, between the Costa Mesa Sanitary District, a sanitary district ("DISTRICT"), and CR&R, Incorporated, a California Corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Recitals

WHEREAS, the DISTRICT has determined that it is advantageous and in the best interest of the DISTRICT to provide Door-To-Door Household Hazardous Waste (HHW) services; and

WHEREAS, CONTRACTOR is a California Corporation and DISTRICT desires to utilize the services of CONTRACTOR to provide Door-To-Door Household Hazardous Waste (HHW) services to the immobile, seniors and disabled residents living within the Costa Mesa Sanitary District (CMSD) service areas; and

WHEREAS, DISTRICT also desires CONTRACTOR pick-up fluorescent light tubes and household batteries from the Orange Coast College (OCC) facility on an on-call basis (typically every 4 to 6 weeks); and

WHEREAS, the Board of Directors finds that approval of this AGREEMENT is in the best interests of the DISTRICT.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The term of this AGREEMENT shall be for a period of three years from August 21, 2012 to June 30, 2015 with two one-year extensions at the DISTRICT'S option. Option year one, if exercised, shall be effective from July 1, 2015 to June 30, 2016. Option year two, if exercised, shall be effective from July 1, 2016 to June 30, 2017.

2. SERVICES

CONTRACTOR shall perform the tasks described and set forth in Exhibit A, the CR&R, Inc. Door-To-Door Household Hazardous Waste (HHW) services, attached hereto and incorporated herein as though set forth in full. CONTRACTOR shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. This is a Door-to-Door program which schedules a collection date periodically as the need demands. From one or more days per month, HHW waste is collected from a residence.

In addition to the tasks described in Exhibit A, CONTRACTOR shall also pick-up fluorescent light tubes and household batteries from the OCC facility on an on-call basis (typically every 4 to 6 weeks) and bill DISTRICT for disposal costs. The total cumulative amounts billed to DISTRICT for pick-up and disposal of fluorescent light tubes and household batteries from the OCC facility shall not exceed \$21,000 in any one calendar year.

3. PERFORMANCE

CONTRACTOR shall, at all times, faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this AGREEMENT.

4. DISTRICT MANAGEMENT

The General Manager shall represent DISTRICT in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONTRACTOR. Notwithstanding the foregoing, the General Manager's authority to enlarge the tasks to be performed or change CONTRACTOR's compensation is subject to Section 5 hereof.

5. PAYMENT

(a) DISTRICT agrees to pay CONTRACTOR, in accordance with Exhibit A, attached hereto and incorporated herein by reference OR upon completion of the task. This amount shall not exceed Ninety Eight Thousand Dollars (\$98,000.00) for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Said sum includes travel and other costs.

(b) CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are requested in a written change order and are approved in advance and in writing by DISTRICT. The written change order requirement cannot be waived. The General Manager may approve change orders for additional work not to exceed the cumulative value of ten percent (10%) of the total contract sum. Any additional work in excess of this cumulative amount shall be approved by the Board of Directors.

(c) CONTRACTOR will submit monthly invoices (\$98.00 per collection) upon task completion unless otherwise agreed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If DISTRICT disputes any of

CONTRACTOR's fees, DISTRICT shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees contained in the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The DISTRICT may, at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONTRACTOR a written 30-day notice. Upon receipt of said notice, the CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the DISTRICT suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this Section, the DISTRICT shall pay to CONTRACTOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the DISTRICT. CONTRACTOR shall immediately turn over all work-product to DISTRICT in a readily usable form. Upon termination of the AGREEMENT pursuant to this Section, the CONTRACTOR will submit an invoice to the DISTRICT pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

(a) The CONTRACTOR's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this AGREEMENT, DISTRICT shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONTRACTOR. If such failure by the CONTRACTOR to make progress in the performance of work hereunder arises out of causes beyond the CONTRACTOR's control, and without fault of negligence of the CONTRACTOR, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if the District Manager or his/her delegate determines that the CONTRACTOR is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she may in his/her discretion cause to be served upon the CONTRACTOR a written notice of the default and demand to cure. The CONTRACTOR shall have ten (10) days after service upon it of said notice to cure the default by rendering a satisfactory performance. In the event that the CONTRACTOR fails to cure its default within such period of time, the DISTRICT shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

8. OWNERSHIP OF DOCUMENTS

(a) CONTRACTOR shall maintain complete and accurate records with respect to the professional services required by this AGREEMENT and will produce the work product specified in Exhibit A and other such information required by DISTRICT that relate to the performance of services under this AGREEMENT. CONTRACTOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records; shall permit DISTRICT to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion, termination, or suspension of this AGREEMENT, all work product reduced to any medium and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the DISTRICT and may be used, reused, or otherwise disposed of by the DISTRICT without the permission of the CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to the DISTRICT, at the CONTRACTOR's office and upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Said software and hardware shall be made available to DISTRICT at CONTRACTOR's cost.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless DISTRICT and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, or subconsultants (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or

threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, pertain to, relate to, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or entity for which CONTRACTOR is legally liable, including, but not limited to, officers, agent, employees, or subconsultants of CONTRACTOR.

10. INSURANCE

CONTRACTOR shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and made part of this AGREEMENT.

11. INDEPENDENT CONTRACTOR

(a) CONTRACTOR is and shall at all times remain as to the DISTRICT a wholly independent consultant. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatsoever against DISTRICT or bind DISTRICT in any manner.

(b) No employee benefits shall be available to CONTRACTOR in connection with the performance of this AGREEMENT. Except for the fees paid to CONTRACTOR as provided in the AGREEMENT, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONTRACTOR shall at all times observe and comply with all such laws and regulations. The DISTRICT and its officers and employees shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this Section.

13. UNDUE INFLUENCE

CONTRACTOR declares and warrants that no undue influence or pressure has been used against or in concert with any officer or employee of the DISTRICT in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the DISTRICT will receive compensation, directly or indirectly, from CONTRACTOR or from any officer, employee, or agent of CONTRACTOR in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the DISTRICT to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of DISTRICT, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the project during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this AGREEMENT.

15. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONTRACTOR in the performance of this AGREEMENT shall be considered confidential and shall not be released by CONTRACTOR without DISTRICT's prior written authorization. CONTRACTOR and its officers, employees, agents, or subconsultants shall not, without written authorization from the General Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the DISTRICT. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

(b) CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR or its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT or the work performed thereunder or with respect to any project or property located within the DISTRICT. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, DISTRICT's right to review any such response does not imply or mean that DISTRICT has a right to control, direct, or rewrite said response.

(c) CONTRACTOR covenants that neither he/she/it nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by it/them as an officer, employee, agent, or subconsultant. CONTRACTOR further covenants that CONTRACTOR has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the DISTRICT or the study area and further covenants and agrees that CONTRACTOR and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the DISTRICT or the study area prior to the completion of the work under this AGREEMENT.

16. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given by: (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DISTRICT: Costa Mesa Sanitary District
628 West 19th Street
Costa Mesa, California 92627
Attn: District Clerk

To CONTRACTOR: CR&R, Incorporated
11292 Western Avenue
P.O. Box 125
Stanton, CA 90680
Attn: Dean Ruffridge, Senior VP Solid Waste

17. ASSIGNMENT

The CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the DISTRICT.

18. LICENSES

At all times during the term of this AGREEMENT, CONTRACTOR shall have in full force and effect all licenses and permits required of it by law for the performance of the services described in this AGREEMENT.

19. GOVERNING LAW

DISTRICT and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in the superior or federal district court with jurisdiction over the DISTRICT.

20. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONTRACTOR is bound by the contents of Exhibit A, hereto and incorporated herein by this reference. In the event of conflict, the requirements of DISTRICT's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONTRACTOR's proposals.

22. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. This written modification requirement cannot be waived.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONTRACTOR warrant(s) and represent(s) that he/she/they has/have the authority to execute this AGREEMENT on behalf of the CONTRACTOR and has/have the authority to bind CONTRACTOR to the performance of its obligations hereunder.

24. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated.

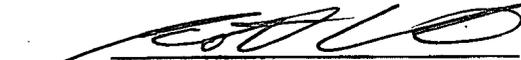
25. BUSINESS LICENSE

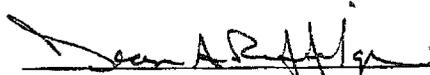
CONTRACTOR shall obtain a business license from the City of Costa Mesa unless legally exempt.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this day and year first above written.

COSTA MESA SANITARY DISTRICT

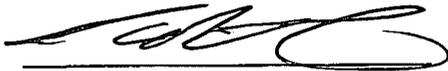
**CR&R, INCORPORATED
CONTRACTOR**


General Manager


Signature

ATTEST:

DEAN A. RUFFRIDGE
Typed Name


District Clerk

SENIOR VICE PRESIDENT
Title

APPROVED TO FORM:

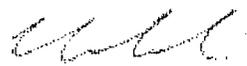

Colin Burns, Associate District Counsel

EXHIBIT A

Exhibit "A"

COSTA MESA SANITARY DISTRICT PROPOSAL FROM CR&R INCORPORATED

Dated August 7, 2012

Specifications for Universal Waste and Household Hazardous Waste Handling Services

Overview

The purpose of this program is to improve collection of universal and household hazardous waste items, divert from landfilling of these materials, and to assist the Costa Mesa Sanitary District on its Road to Zero Waste. The program consists of door-to-door collection of these wastes for single family and multifamily residential CMSD customers. This program will be handled as an on-call and on-collection day basis similar to the existing bulky-item collection program. We understand that the CMSD would like to continue to receive calls for this special service to track as well as to issue work orders to CR&R for scheduling. Once CR&R receives the request from CMSD, our customer service department will call the customer to arrange for the collection. CR&R will then be responsible for proper collection, transport, disposal or recycling of the waste materials.

Wastes Accepted

1. Wastes identified as universal wastes in Section 66261.9 of Title 22 of the California Code of Regulations, generated by a single family or multifamily residence, including but not necessarily limited to:
 - Fluorescent bulbs and tubes (not longer than 4 feet), and other mercury containing lamps, including high intensity discharge (HID) metal halide, sodium, and neon bulbs;
 - Common household batteries (e.g. D, C, AA, AAA, button-type, etc);
 - Non-empty aerosol cans;
 - Electronic devices (e.g. televisions; computers, monitors, keyboards, mice, printers, desk copiers, scanners and multi-function machines; VCR's and DVD/CD/Tape players; cell phones; microwaves, toasters, irons, stereos, speakers, and cables); and
 - Mercury containing devices (e.g. lamps, thermometers, thermostats, gauges, electronic switches, etc.).

2. Automobile batteries up to 5 per collection.

Exhibit "A"

3. Household hazardous waste, generated by a single family or multifamily residence, including but not necessarily limited to:
- Automotive maintenance and repair products (e.g. motor oil, oil filters, antifreeze; lead-acid batteries, brake fluid, waxes, Polishes, cleaners, oily rags, transmission fluid, windshield washer fluid, etc.);
 - Lawn and garden chemicals (e.g. pesticides, insect sprays, weed killers, herbicides, fungicides, etc.);
 - Cleaning products (e.g. bathroom cleaners, drain cleaners, chlorine bleach, solvents, oven cleaners, tile cleaners, rust removers, etc.);
 - Home improvement supplies (e.g. stains, latex paints, oil base paints, spray points, varnish, paint thinners, chemical strippers, glue, pool chemicals, etc.); and
 - Swimming pool Chemicals including pool acid, chlorine tablets and liquids, etc.

Wastes Not Accepted

- Any waste generated in the course of operating a business concern at a residence, or other business-generated waste.
- Sharps.
- Any waste that does not fall within the categories described above, including:
 - Controlled Substances
 - Biological waste
 - Radioactive materials
 - Ammunition
 - Explosives
 - Leaking containers
 - Unknowns (must be tested)
 - Pressurized cylinders
 - Tires
 - Asbestos
 - Liquid mercury
 - Drugs (pharmaceuticals)
 - Leaking containers
 - Asbestos
 - Construction Materials

Notification and Outreach

CR&R will provide ongoing notification to all residential accounts via the bi-annual brochures. Information provided shall include but not necessarily be limited to:

- The CMSD telephone number to call to arrange for collection of accumulated wastes.

Exhibit "A"

- How to handle these wastes, store them until there is a sizable quantity for collection, and place them in a container (such as a cardboard box) for collection by CR&R crews.
- Thresholds for minimum quantities required for a pickup request and also maximum quantities per pickup (to prevent abuse).
- Special assistance available for seniors and disabled persons.

Basic Program Operation

1. Resident calls CMSD to schedule a pickup. In turn, CMSD e-mails CR&R customer service the work order request. CR&R customer service calls resident. At this time CR&R's Customer Service Representative (CSR) and resident will determine mutually, a safe and convenient location on their property for placement of the accumulated materials. The CSR will provide information on how to properly store and package accumulated materials, and when to place materials at the agreed upon location. In addition, the CSR will inform the customer two times during the conversation that only the items listed on the work order will be collected by the CR&R crew. This is due to vehicle limits daily as well as tracking of the items daily via the computer generated spread sheet.
2. The pickup will generally be on the resident's normally-scheduled solid waste collection day.
3. On the scheduled day, the resident places packaged waste materials in the previously agreed upon location on their property for collection.
4. On the scheduled day, a CR&R crew arrives and inspects the materials, and collects acceptable materials to the collection vehicle.
5. The materials are then sorted by hazard class and placed into proper containers within the collection vehicle.
6. If residents leave unacceptable materials, the unacceptable materials will be carefully re-packaged (when safe to do so), and an information card will be placed with the unacceptable materials informing the resident on proper disposal options or to call for further instructions.
7. Before leaving, the CR&R crew will leave a receipt to document the time and date of collection, as well as the type and quantity of materials that were collected.
8. CR&R will ensure that the collected materials are properly transported to final recycling disposal facilities.

Operations

- CR&R will use fully-enclosed, cube-type, two-axle vans for this collection service.
- CR&R will use a separate property apart from any existing solid waste site for the consolidation and packaging of these materials for proper recycling or disposal.
- CR&R shall strive to maximize recycling of collected wastes.
- For non-program calls received by CR&R, CR&R shall refer these to the City's hotline number if appropriate.

Exhibit "A"

- CR&R shall maintain Environmental Pollution Control Insurance coverage, naming the CMSD as an additional insured.
- CR&R shall maintain registration as a registered hazardous waste transporter in good standing with the State of California.
- Vehicle drivers must have a Department of Motor Vehicle issued HAZMAT endorsement on the operator's license.
- Collection personnel have received certification of a 40-hour HAZWOPER training and current certifications.
- Prior to transport, collected materials must be separated and secured to avoid contact with incompatible substances. All materials must be packaged and transported in compliance with applicable local, State and Federal regulations. The secondary containers within the vehicle will be labeled per DOT Hazardous waste regulations, and include containers secured to the walls and floor of the transport vehicle per DOT instructions, at the rear of the vehicle for ease of unloading. Approved containers include 55 gallon drums, 35 gallon ploy screw top drums, and 5 gallon screw top lid drums. Each container will be marked with secure labels for items containers within the container. The storage containers will be segregated by commodity and kept separate from unlike or non-compatible household waste. CR&R will only collect household items that are in their original (sealed) packaging.
- At the end of each collection day, the vehicle will go to the permitted consolidation property on Lampson in Garden Grove and unload all items before finishing the day. The materials will be placed in approved on-site containers and lab-packed for manifesting and shipment by our Hazardous Waste Hauling Vendor.
- CR&R Customer Services Representatives will have listings of accepted wastes and required minimum and maximum per pickup thresholds. As calls are received, our CSR's are trained to list the collection commodities by types. (i.e., batteries, paint, tubes, etc.), as well as quantities. Due to our DOT restrictions on quantities collected per vehicle, we have instructed our trained drivers to only collect what is on the work order. The CSR informs the customer twice, that we will only pick up what is on the work order. Once collected, the Consolidation site supervisor verifies quantities and inputs the items on a daily spread sheet by municipality. The computer system keeps track of quantities of items for each collection day, so we do not over-collect any item.
- Materials must be weighed or counted as appropriate at the time of pickup to rate reporting of data. Estimated weights or quantities may be accepted subject to review and approval of CMSD of CR&R weighing estimation procedures.

Reporting and Documentation

- Reports shall detail all materials collected, pounds or quantities her home, and other relevant details as may be required by the City.
- The manifesting and shipping of material will be completed at the consolidation point (Lampson Street Property) by our vendor (PSC) at the scheduled time of pick up prior to the transportation of the material. Our drivers will be keeping a

Exhibit "A"

triplicate copy of the shipping receipt which will be used at the time of door to door pick up. This information will be consolidated by the Consolidation Site supervisor and kept on file at location.

Pickup Thresholds

- CR&R to provide a listing, for review and approval by the CMSD of maximum material pickup quantities, and also to designate maximum pickup frequencies to be reviewed and approved.
- Limits of Collection Proposal are as follows: up to 5 gallons of oil based paint, 10 gallons of water based paints, and up to 100 pounds of materials per collection.

Permitting Requirements

- Permits will be required at both the CR&R Consolidation Site (Lampson Ave, in Garden Grove) and for the Collection through the Orange County LEA. The LEA requires a minimum of 45 days to process the application.
- The Consolidation Permit will be handled by CR&R.
- A Permit By Rule (PBR) is required of the governmental agency authorizing the collection. As such, the CMSD will apply for an EPA Identification Number as the generator. CR&R will complete all forms for CMSD signature. This is a no fee approval.
- CR&R suggests a minimum of 60 days to complete all permitting and begin the program.

Fee Rate and Billing Method

\$98.00 per collection

Clean-up and Spill Equipment for Vehicles and Personnel:

Each driver will have the required PPE equipment and spill kit to handle (contain) minor spills, in addition to having a designated first responder who will respond and assess the site; we are still in the process of verifying a vendor that we will use for HHW spills. Below is the equipment each driver will carry:

- ✓ Two (2) Protective Coveralls
- ✓ Half Face Respirator with two (2) filters
- ✓ Respirator Storage bag
- ✓ Nitrile Gloves
- ✓ Leather Gloves
- ✓ Safety Equipment Cleaning Pads
- ✓ Rubber Boots
- ✓ Splash Resistant Safety Goggles
- ✓ Duct tape
- ✓ Duffle bag containing PPE