


**SOLID / DRAIN  
WASTE**



**USecology**

# HOUSEHOLD HAZARDOUS WASTE DISPOSAL AGREEMENT

<b>TERM:</b>	<b>AWARD:</b>		<b>ERP:</b>
<b>1/1/2023 TO 12/31/2025</b>	<b>\$54,000</b>		<b>#461</b> 
<b>RENEWAL TERM:</b>	<b>ORG:</b>	<b>OBJECT:</b>	
<input type="checkbox"/> - <b>1/1/2026-12/31/2027</b>	<b>10144100</b>	<b>819000</b>	
<b>REVIEWED BY: ROBERT D. TOWNSEND - COHL, STOKER &amp; TOSKEY, PC</b>			

**DESTROY:**

#2022-11-175

**2032**

**11/28/22**

RESOLUTION

NO: 2022-11-175

LIVINGSTON COUNTY

DATE: November 28, 2022

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**Resolution Authorizing U.S. Ecology to Provide Household Hazardous Waste Collection and Disposal Services – DPW / Solid Waste**

- WHEREAS,** Livingston County coordinates a household hazardous waste collection program as an objective of its Solid Waste Management Plan; and
- WHEREAS,** in accordance with the County’s Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and
- WHEREAS,** U.S. Ecology of Detroit, Michigan submitted a proposal to provide household hazardous waste collection and disposal services per the proposed rates in RFP-LC-22-22 for the (3) three year term beginning January 1, 2023 to December 31, 2025 with the option for one (1) two- year renewal for a total contract period not to exceed five (5) years; and
- WHEREAS,** expenses for household hazardous waste collection and disposal services vary by collection quantities and will not exceed the approved annual budget. Historically, these costs have not exceeded \$46,000, which is offset by donations.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with U.S. Ecology for household hazardous waste collection and disposal services per the proposed rates in RFP-LC-22-22 for a three (3) year term commencing on January 1, 2023 to December 31, 2025 with the option for one (1) two-year renewal for a total contract period not to exceed five (5) years.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board Chairperson is authorized to sign a renewal for an additional two-year period for household hazardous waste collection and disposal services as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

# # #

**MOVED:** J. Drick  
**SECONDED:** D. Helzerman  
**CARRIED:** Yes (9): D. Helzerman, W. Nakagiri, C. Griffith, M. Smith, C. Reader, J. Drick, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (0): None



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Robert Spaulding, DPW/Solid Waste Coordinator**  
**Date: November 14, 2022**  
**Re: RESOLUTION AUTHORIZING AN AGREEMENT WITH U.S. ECOLOGY TO PROVIDE  
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES –  
Infrastructure & Development/Finance/Board**

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The Livingston County Department of Public Works is requesting Board of Commissioners' approval to contract with U.S. Ecology to provide household hazardous waste collection and disposal services. The current contract for this service will expire on December 31, 2022.

Per the County Purchasing Policy, a competitive bid process was performed and three proposals were received and evaluated.

After careful review and clarifications, the evaluation committee, which consisted of myself and two other Drain Office employees Rod Soos and Marcy Wylie, has recommended an award to U.S. Ecology. The proposal from U.S. Ecology was determined to be the most responsive and lowest cost proposal. While our collections costs vary due to the amounts collected, this new pricing is approximately 10-15% higher than our current pricing. Keep in mind that we were in the fifth year of our contract. In looking at our 2023 budget, this increase will not affect our ability to conduct our customary three household hazardous waste collections.

U.S. Ecology has been our vendor for the last five years and has provided exemplary customer service, quality on-site management services and maintained collection event schedules to assist in the timely and successful completion of County collection events. As a result, we are requesting the attached resolution be approved which authorizes a contract with U.S. Ecology to provide household hazardous waste collection and disposal services for a period of three (3) years with the option to renew for one (1) additional two-year period.

Thank you for your consideration. If you have any questions regarding this matter, please contact me.



**Bid Synopsis  
For  
Household Hazardous Waste Collections and Disposal Services**

RFP Issued & Publicly Posted: 10/12/2022	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Solicitation: RFP-LC-22-22	
RFP Due Date: 11/07/2022	Proposals Received: 3

The Evaluation Committee has completed evaluation of the proposals received for the Request for Proposals referenced above. The purpose of this RFP is to secure a qualified and experienced vendor for Household Hazardous Waste Collection and Disposal Services. The award is being recommended for a period of three years, with the potential for one additional two-year renewal at the discretion of the County, for a total contract period not to exceed five years. Below is a recap of the bid evaluation.

The RFP was publicly posted. Three responses were received as follows:

1. Clean Harbors Environmental Services, Inc.
2. ERG Environmental Services
3. EQ Industrial Services, Inc. dba US Ecology

All bidders submitted their responses within the timeframe outlined in the RFP. The evaluation committee recommends award to EQ Industrial Services, Inc. dba US Ecology pending Board of Commissioners approval.

**RFP # LC-22-22 Household Hazardous Waste Collection Services**

Waste Category	US Ecology		ERG Environmental Services		CleanHarbors Environmental Services	
	Waste Method	Handling Method	Waste Method	Handling Method	Waste Method	Handling Method
Aerosols	FI	LO	RC/FI	LO	FI	LO
Propane Cylinders – One Pound	RC	PA	RC	LO	RC	LO
Lethal Air Cylinders	RC/DI	PA	DI	LO	RC/DI	LP
Flammable Liquids – Loose Packed	FI	GB	RC/FI	LO	FI	LO
Oil Based Paint – Loose Packed	FI	GB	RC/FI	GB	FI	GB
Flammable Solids	FI	LP	RC/FI	LP	FI	LO
Pesticide Liquid	DI	LO	DI	LO	ST/DI	LO
Pesticide Solid	DI	LO	DI	LO	ST/DI	GB
PCBs	DI	LB	DI	LO	DI	LO
Acids	NE	LO	NE	LO	ST	LO
Bases	NE	LO	NE	LO	ST	LO
Reactive	NE	LO	DI	LO	ST/DI	LP
Poisons, N. O. S.	DI	LO	DI	LO	ST/DI	LP
Non-Regulated Waste	ST	LO	DI	LO	ST	GB
Biomedical Sharp's	DI	LO	DI	LO	LF/DI	LO
Oxidizing Substances	DI	LO	ST/DI	LO	ST/DI	LP
PCB Light Ballast	RC	LO	RC	LO	RC	LO
PCB Transformers	LF	LO	DI	LO	RC	LO
Mercury	RC	LP	RC	LO	RC	LP
Other: Used motor oil and other petroleum based products such as trans. fluid, power steer., hydr. oil, etc bulked in a vendor supplied bulk tank during the collection events.			RC		RC	LO OR BULK
<b>Flat Rate Price Per Pound per the Waste Categories</b>	<b>List Above: Price \$ .55/ Per Pound</b>		<b>Price \$ 1.35/ Per Pound</b>		<b>Price \$ 1.28/ Per Pound</b>	
<b>Bulked Used Motor Oil (petroleum based products):</b>	<b>Price \$ 0.16/ Per Pound</b>		<b>Price \$ 1.35/ Per Pound</b>		<b>Price \$ 0.43/ Per Pound</b>	
<b>Credit, No Cost or Cost (please circle one above)</b>			<b>Credit, No Cost or Cost (please circle one above)</b>		<b>Credit, No Cost or Cost (please circle one above)</b>	
<b>On-site Labor:</b>	per event	\$3,000	per event	\$2,000	per event	\$6,930
<b>Transportation Cost:</b>	Flat Rate Per Trip	\$750	Flat Rate Per Trip	\$1,000	Flat Rate Per Trip	\$3,500
<b>Waste Management Method</b>						
DI – Destructive/Incineration    RC – Recycle/Reuse						
Lf – Hazardous Waste Landfill    NE – Neutralization						
FI – Fuel Incineration    ST - Stabilization						
<b>Handling Method</b>						
LP – Lab Packed    LO – Loose Packed						
GB – Gaylord Box    PA - Palletize						

**Cost Comparison-15,000 Pound Collection Event**

No oil collected

Price /Pound of HHW collected (at bid price above)

On site Labor

Transportation cost

Total Cost for 15,000 collection

**US Ecology**

\$8,250.00

\$3,000.00

\$750.00

\$12,000.00

**ERG Environmental**

\$20,250.00

\$2,000.00

\$1,000.00

\$23,250.00

**CleanHarbors**

\$ 19,200.00

\$ 6,930.00

\$ 3,500.00

\$ 29,630.00

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February 10, 2023

Carol Sue Jonckheere  
Executive Assistant/Contract Administrator  
Livingston County  
304 E. Grand River Avenue, Ste. 202  
Howell, MI 48843

*Via Email Only*

Re: Final Household Hazardous Waste Collection and Disposal Services Agreement

Dear Ms. Jonckheere:

Attached is the Final Household Hazardous Waste Collection and Disposal Services Agreement to be entered into between the County and EQ Industrial Services, Inc. d/b/a US Ecology (Contractor). The attached Agreement is the same as the Agreement sent to us on February 9, 2023 with the exception of minor changes shown in the attached compare document.

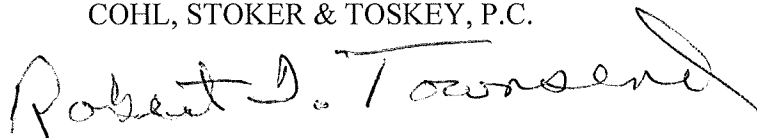
The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2022-11-175**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof and attaching copies of the attached Exhibits A, B, and C to each copy prepared for execution, proceed to obtain the signatures necessary for their execution. When the attached Agreement has been fully signed, please email a copy thereof to my assistant Nicole Moles at [nmoles@ctstm.com](mailto:nmoles@ctstm.com) for insertion into our electronic file.

If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam

Enclosures

cc: w/o encl. Robert Spaulding, DPW Coordinator

N:\Client\Livingston\Brd of Comm\Letters\Jonckheere, Carol\Ltr re Agr w US Industrial Svcs for Household Hazardous Waste Disposal (final).doc

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January 16, 2023

Carol Sue Jonckheere  
Executive Assistant/Contract Administrator  
Livingston County  
304 E. Grand River Avenue, Ste. 202  
Howell, MI 48843

*Via Email Only*

Re: Household Hazardous Waste Collection and Disposal Services Agreement

Dear Ms. Jonckheere:

Attached is the Household Hazardous Waste Collection and Disposal Services Agreement to be entered into between the County and EQ Industrial Services, Inc. d/b/a US Ecology (Contractor). Under this Agreement, the Contractor is required to provide the Department of Public Works (DPW) with household hazardous waste collection and disposal services the DPW requires for its Household Hazardous Waste (HHW) Collection Program. The compensation to be paid the Contractor is as set forth in the attached Exhibit B - Cost Proposal. The term of the Agreement covers the period of January 1, 2023 through December 31, 2025, with the option for the County to extend the Agreement for an additional two year period through to December 31, 2027.


The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2022-11-175**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof and attaching copies of the attached Exhibits A, B, and C to each copy prepared for execution, proceed to obtain the signatures necessary for their execution. When the attached Agreement has been fully signed, please email a copy thereof to my assistant Nicole Moles at [nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com) for insertion into our electronic file.

If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam  
Enclosures

cc: w/o encl. Robert Spaulding, DPW Coordinator

N:\Client\Livingston\Brd of Comm\Letters\Jonckheere, Carol\Ltr re Agr w US Industrial Svcs for Household Hazardous Waste Disposal.doc

# **HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF LIVINGSTON**

**ACTING ON BEHALF OF THE**

**LIVINGSTON COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE PROGRAM**

**AND**

**EQ INDUSTRIAL SERVICES, INC.  
(Detroit Service Center)**

**D/B/A**

**US ECOLOGY**

**TERM: 1/1/2023 - 12/31/2025**

**WITH ONE 2-YEAR OPTION TO RENEW**



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# HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of February, **2023**, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting for and on behalf of the **LIVINGSTON COUNTY DEPARTMENT OF PUBLIC WORKS - SOLID WASTE PROGRAM** (hereinafter referred to as the “Department”), and **EQ INDUSTRIAL SERVICES, INC.** (Michigan) 38-3440786, with business offices at 17440 College Parkway, Suite 300, Wayne County, MI 48152 and facilities and offices that shall provide services required by this Agreement at EQ Industrial Services, Inc. (Detroit Service Center), 6500 Georgia St., Detroit, MI 48211 **d/b/a US ECOLOGY** (hereinafter referred to as the “Contractor”).

## WITNESSETH:

**WHEREAS**, the Department conducts a household hazardous waste (HHW) collection program (hereinafter referred to as the “Program”); and

**WHEREAS**, the Program collects waste that must be sorted, packed, transported and disposed of using proper techniques and must be processed by a firm licensed to transport and dispose of such waste; and

**WHEREAS**, the County, in REQUEST FOR PROPOSALS, RFP-LC-22-22 HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES (hereinafter referred to as the “RFP”) has solicited proposals from interested, qualified and experienced vendors on behalf of the Department to select a Household Hazardous Waste (HHW) collection and disposal services contractor for three (3) annual collection events held in spring, summer, and fall for Livingston County residents; and

**WHEREAS**, the Contractor, a company that meets all the licensing and other certifications and authorizations required by Federal and State laws and regulations for handling, transportation and disposal of HHW, has submitted a proposal, in response to the County’s request for proposals, for the provision of services required by the Department for the Program; and

**WHEREAS**, the County accepts the Contractor’s proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

**FIRST: Agreement Duration, Option to Renew, and Termination.** This Agreement shall commence on **January 1, 2023** and, unless prematurely terminated as authorized in the second paragraph of this section, shall continue through **December 31, 2025**. The County shall have one (1) option to renew/extend the term of this Agreement by two (2) additional years to

December 31, 2027. Said renewal option may be exercised at the sole discretion of the County. To exercise said option the County shall notify the Contractor in writing prior to the end of the initial term.

It is expressly understood and agreed by the parties that time is of the essence and the convenience of the County. Repetitive substantiated complaints of delays, inefficient operating procedures, poor services and/or incorrect billings may be grounds for termination of this Agreement in whole or in part. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be prematurely terminated as follows:

- A. By the County at any time, upon thirty (30) days prior written notice to the Contractor in the event the County, in its sole judgment, determines that the services of the Contractor are unsatisfactory, or upon Contractor's failure to comply with any of the terms and conditions of this Agreement.
- B. By either party, at any time and regardless of reason, upon delivery to the other party of sixty (60) days prior written notice of their intent to terminate the Agreement effective at the end of the 60-day notice period.

Upon termination or expiration of this Agreement, the Contractor shall remove all of its property from the County's premises, and shall leave the premises as well as any County property, equipment or supplies in good order and condition in all respects. Any property of the Contractor, which is not removed at the termination or expiration of this Agreement may be disposed of by the County at Contractor's expense. Any cost incurred by the County in the disposal of such property shall be billed to Contractor with payment due within thirty (30) days of delivery of said bill.

**SECOND: Program Description.** The County currently has a HHW collection storage building in the Livingston County West Complex in Howell, Michigan. This pre-fabricated hazardous materials storage building is used to temporarily store household hazardous waste and shall be the site of most of the County's HHW collection events. The County intends to hold HHW collections in the spring, summer, and fall for approximately three (3) collections per calendar year. The collections shall usually be held on Saturday mornings. The first priority shall be scheduling these HHW collections with the Department.

The Contractor shall be onsite for each of the HHW collections. Trained County personnel shall greet, survey, and unload the vehicle of each Livingston County resident bringing HHW materials to a HHW collection. All HHW shall be unloaded onto Contractor's supplied tables, where from that point on it shall be the responsibility of the Contractor to sort, pack, weigh and load the materials for removal from the event site. The types of material collected will be from residential sources and/or Conditionally Exempt Small Quantity Generators (CESQG) that may be described as ignitable, reactive, corrosive, toxic and other such materials as defined by the Hazardous Waste Management Act. Examples include, but are not limited to, oil-based paint related products, lawn and garden chemicals, automotive related chemicals, cleaners, and mercury.

As noted above, the Department's anticipated schedule of collection events during the term of this Agreement shall be three (3) events in a calendar year with events in the spring, summer, and fall respectively. The Contractor shall provide Livingston County scheduling first priority for the HHW collection events.

The County anticipates that the Program shall annually service approximately 750 homeowners and may add CESQGs throughout each contracted year. This service is only available to Livingston County residents and only with an appointment.

**THIRD: Definitions.** For the purposes of this Agreement the following terms shall have the following meaning:

- A. **Conditionally Exempt Small Quantity Generator (CESQG):** Any entity, other than a household that generates less than 100 kg (200 lbs or approximately 25 gallons) of hazardous waste or 1 kg (2.2 lbs) of acutely hazardous waste per calendar month, and never accumulates more than 1000 kg (2,200 lbs, or 4 drums) of hazardous waste.
- B. **Hazardous Waste:** Any discarded material or material accumulated prior to being discarded which because of its hazardous characteristics (ignitability, reactivity, corrosively, toxicity) must be handled in an environmentally safe manner to ensure proper treatment and disposal. These types of waste are defined in 40 CFR 261.3 and as regulated by the U.S. EPA and Michigan Department of Environment, Great Lakes, and Energy (MDEGLE).

**FOURTH: Scope of Services.** In addition to those responsibilities set forth in this Agreement, the Contractor shall perform all necessary duties related to the pick-up and disposal of all HHW collected.

- A. General Requirements of the Contractor
  1. The Contractor shall sign the manifest as Generator and acknowledge the same and remove waste from the County facility immediately following the completion of each HHW collection event.
  2. Manage all waste collected at the collection site in a manner consistent with comparable waste generated by commercial enterprises and **regulated under the Resource Conservation and Recovery Act (RCRA), 42 USC 6901 et seq.**
  3. Transport and provide ultimate disposal/recycling of HHW brought to each collection event in accordance with federal, state, and local laws and regulations.
  4. Provide training to County staff on sorting and safety protocols for HHW.
  5. Provide protective eye wear, gloves and aprons.
  6. Assist County personnel during the collection events, providing at a minimum one (1) on-site chemist to assist County personnel during each collection event.
  7. Provide containers to package the HHW.
  8. Provide a list of all acceptable and non-acceptable items.
  9. Upon request, remove any contaminated equipment, such as PPE, from the collection site.
  10. Provide all necessary packing equipment and supplies including US Department of Transportation (DOT) approved drums, boxes, packing materials (vermiculite, etc.), labels, manifests, and motor vehicles as required by law.
  11. Enter data on labels and manifests.
  12. Weigh all waste prior to removal from the collection facility and provide written documentation of the total quantity and types of wastes received prior to leaving the collection facility.
  13. Provide an Emergency Response Plan in the event of an incident while loading materials onto the vehicle or during transportation.
  14. Provide a Certificate of Disposal for wastes within sixty (60) days of receipt of wastes from the collection event and provide an invoice to the County within sixty (60) days of receipt of wastes from the collection event. **Payment shall be withheld until Certificate of Disposal for wastes are received by the County.**

15. To reduce the potential for negative environmental impact(s), Contractor shall select methods of waste disposal that includes reuse, recycling, and energy recovery in all instances where feasible.
16. Except as otherwise provided by the rules and regulations of the State of Michigan or the Federal Government, the Contractor shall keep and maintain records covering services performed for a period of not less than five (5) years.

The services and materials that the Contractor shall provide are further described in Section 1.5.2 Proposal Work Plan of the Contractor's Proposal, a copy of which is attached to this Agreement and labeled Exhibit A. The attached Exhibit A, Section 1.5.2, of the Contractor's Proposal is incorporated by reference into this Agreement and made a part hereof. In the event of a conflict between the terms and conditions set forth in the body of this Agreement and the section of Contractor's Proposal attached as Exhibit A, the terms and conditions of this Agreement shall prevail.

**FIFTH: Responsibilities of the Department.** The Department's personnel shall be responsible for the following:

- A. Provide a collection facility to hold each HHW collection event.
- B. Provide access to rest rooms.
- C. Provide staff to run collection, as needed, other than direct handling of waste.

**SIXTH: Schedule of Collection.** The HHW collections shall be in Spring, Summer and Fall of each year and shall be scheduled as stated in the SECOND section of this Agreement on such dates and at such times as are mutually agreed to between the Department and the Contractor.

**SEVENTH: Compensation.** It is expressly understood and agreed that the County shall compensate the Contractor for services provided under this Agreement pursuant to the Contractor's, Cost Proposal, dated November 7, 2022. A copy of the Contractor's Cost Proposal, pages 25-26, is attached to this Agreement, labeled Exhibit B, and is incorporated by reference into this Agreement.

The compensation rates set forth in the attached Exhibit B shall remain fixed (i.e., not increase) during the initial January 1, 2023 to December 31, 2025 term of this Agreement. Prior to the commencement of any subsequent renewal term, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) for the previous 12-month period or up to a maximum five percent (5%) increase on the current pricing, whichever is lower. For the purposes of this section, "Consumer Price Index" shall mean the **Consumer Price Index – All Urban Consumers – United States Average All Items (CPI-U), 1982-84=100-CUUR0000SAO** as published by the United States Department of Labor, Bureau of Labor Statistics.

Any proposed price increases to take effect after the end of the initial term must be submitted to the Livingston County Fiscal Services – Procurement Office by no less than forty-five (45) days before the end of the current term. The County reserves the right to accept or reject a request for a price increase for the renewal period. If a price increase is approved, the approved price shall remain firm throughout the renewal period for which it has been approved.

**EIGHTH: Taxes.** The County is exempt from Federal Excise Taxes and State of Michigan's Sales Tax. The County's tax number is 38-6005819. The Contractor shall pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

**NINTH: Method of Billing and Payment.** The Contractor shall provide an invoice detailing actual costs, based on price per pound or item as set forth in Exhibit B, the number of employees at the event and listing their names, the \$750.00 per trip transportation fee and total sum due within thirty (30) days after each collection. Rates stated in Exhibit B are firm for the duration of the initial term of this Agreement; no increases shall be permitted. Invoices/bills should be sent to Livingston County Drain Commissioner's Office, 2300 East Grand River, Suite 105, Howell, MI 48843 Attn: Robert Spaulding, DPW Coordinator, unless Contractor is otherwise advised in writing by the County. Payment by the County shall be made in accordance with its procedure for processing and payment of Accounts Payable, generally within thirty (30) days after the County has received approval by the Department of the invoice.

**TENTH: Accounting Procedures and Access to and Maintenance of Records.**

- A. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.
- B. All books, documents, papers and records of the Contractor pertaining to the services performed and/or sums invoiced to the County under this Agreement shall be open to inspection during regular working hours by the County through the County's Administrator or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the County's Administrator or his designee shall be entitled to prepare audits of all books, documents, papers, and records pertaining to the services performed and/or sum invoiced under this Agreement.
- C. Except as otherwise provided by the rules and regulations of the State of Michigan or the Federal Government, the Contractor shall keep and maintain records covering services performed under this Agreement while this Agreement is in effect and for a period of not less than five (5) years after termination of this Agreement. If an audit or litigation concerning this Agreement, the sums invoiced and paid and/or the services performed pursuant to this Agreement is initiated prior to the above-stated retention period and extends past that period, all documents shall be maintained until the audit or litigation, including all appeals, is completed.

**ELEVENTH: HHW Project Team.** The HHW Project Team that the Contractor shall assign to provide the services required by this Agreement shall be as set forth on pages 5-6, including the resumes of the HHW Program Operations Manager and Field Chemist positions, of Contractor's November 7, 2022 Proposal, a copy of which are attached to this Agreement labeled Exhibit C. The attached Exhibit C is incorporated by reference into this Agreement and made a part hereof. In the event there are any changes in the HHW Program Manager, the Operations Manager or Field Chemists, the Contractor shall provide the Department with prior written notice identifying the person(s) being replaced and the name(s) and qualifications of their replacement. It is understood and agreed that the person replacing a key member of the Project Team (i.e. HHW Program Manager, Operations Manager, Field Chemists) must have equal or greater qualifications than the person being replaced.

**TWELFTH: Statewide Cooperative Agreement.** As stated in Section 1.9 of the RFP, pages 6-7, the County will host this Agreement as a "Statewide Cooperative Contract" for the Michigan Association of Counties CoPro+ Program. The Contractor shall work with the CoPro+ Program to market and extend this Agreement to other government municipalities and educational entities throughout Michigan. This Agreement, as a "Statewide Cooperative Contract," will enable government municipalities and educational entities to "piggyback" and purchase from this Agreement.

Services will be requested by participating entities. Participating entities will issue individual requests along with specific response information required, deliverables, and any special terms and conditions. The order will be executed by, and the Contractor shall respond directly to, the requesting entity.

All pricing submitted to the County and participating entities through this Agreement shall include 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the Contractor. The Contractor shall be responsible for keeping all sales reports up to date and on file with MAC/CoPro+.

The Contractor will perform all services laid out in RFP-LC-22-22, which will consist of providing Household Hazardous Waste collection services to the County.

Subject to a satisfactory credit review, and upon terms and conditions acceptable to Contractor, the Contractor will allow at Michigan Association of Counties CoPro+ Program to piggyback on the contract. US Ecology will provide HHW and VSQG exempt waste services to other government municipalities and education entities throughout Michigan.

US Ecology will provide a zone map to determine transportation rates to customer sites outside of the Livingston County market. US Ecology will also provide a price list for waste not provided for during the HHW bid process and waste not considered as exempt or "non HHW waste".

US Ecology's coverage area includes all counties in the State of Michigan. Its HHW and Field Lab Pack Service provide services from a single item pickup to and entire plant closures. Its process is already scaled to handle waste in nearly any quantity in its coverage area.

**THIRTEENTH: Records and Inspections.** The Contractor shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by the County that relates to the performance of services under this Agreement. The Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services and to verify the accuracy of the sums billed to the County for the services performed. All such records shall be maintained in accordance with generally accepted accounting principles (GAAP) and shall be clearly identified and readily accessible, and in a form acceptable to the County, which the County may specify and change from time to time.

The Contractor shall provide free access to the representatives of the County or its designees, at reasonable times, to such reports and records, and shall give the County the right to examine and audit said books and records. Such records, together with supporting documentation, shall become the property of the County.

**FOURTEENTH: Freedom of Information Act.** This Agreement, the Contractor's Proposal, and all information submitted to the County by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

The County shall not, in any way, be liable or responsible for the disclosure of any such information or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Contractor must specifically label only those provisions of the information provided, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the Contractor's Proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to the RFP and entry into this Agreement, the Contractor shall be deemed to have agreed to indemnify and hold harmless the County from any liability arising from or in connection with the County's failure to disclose, in response to a request under the

Michigan Freedom of Information Act, any portion or portions of the Contractor's response to the RFP or information provided to the County pursuant to this Agreement which have been marked "Trade Secret," "Confidential," or "Proprietary."

**FIFTEENTH: Gifts/Gratuities.** The County's Elected Officials, Department Heads, and/or Employees shall not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

**SIXTEENTH: Interest of Contractor and County.** The Contractor, by its entry into this Agreement, gives the County its assurances that it has no interests which would conflict with the performance of services required by this Agreement. It is understood and agreed by the Contractor and the County that in the performance of this Agreement, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this section does not apply where specifically exempt under Michigan Law.

**SEVENTEENTH: Applicable Law and Venue.** This Agreement shall in all respects be governed by and construed according to the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor mutually agree that any legal or equitable actions that may arise out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action arising out of or regarding this Agreement is brought in or is moved to a Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**EIGHTEENTH: Compliance with the Law.** In performing the services to be provided under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to, all applicable OSHA/MIOSHA requirements, Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) and U.S. EPA requirements, and Federal and State of Michigan licensing and/or certification requirements of the Contractor and its personnel who perform services under this Agreement.

**NINETEENTH: Nondiscrimination.** The Contractor shall adhere to all Federal and State of Michigan laws, rules and regulations prohibiting discrimination with regards to people to be served and employees and applicants for employment, which include, but is not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor and its Subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms or conditions or privileges of employment, or a matter directly or indirectly related to employment because of race,

color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Contractor shall post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of this Agreement, shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

Breach of this section shall be regarded as a material breach of this Agreement.

**TWENTIETH: Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, subcontractors, agents and assigns of the Contractor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits the County provides its employees, including, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its employees, subcontractors and agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

**TWENTY-FIRST: Indemnification and Hold Harmless.** The Contractor, through insurance and/or at its own expense, shall protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees and agents from all claims, costs, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor, its employees or agents, or its subcontractors or sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

In addition to Contractor's indemnification responsibilities set forth above, the Contractor shall indemnify and hold harmless the County, its elected and appointed officers, employees and agents, from liability of any nature or kind, including costs an expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of the sum reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by Contractor pursuant to the requirements of this Agreement.

**TWENTY-SECOND: Liability Insurance.** The Contractor, or any of its subcontractors, shall not commence work under this Agreement until it has obtained the insurance required in this TWENTY-SECOND section, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIRs) are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- B. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than **\$5,000,000** per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- C. Automobile Liability insurance including Michigan No-Fault Coverage, with limits of liability not less than **\$1,000,000** per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Pollution Liability and Pollution Legal Liability Insurance with limits of liability not less than **\$1,000,000** per occurrence and aggregate. Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If the policy(ies) providing these coverages is claims made form, the Contractor shall keep the policy(ies) in force, or purchase “tail” coverage, for a not less than three (3) years after the termination of this Agreement.
- E. Additional Insured: Commercial General Liability, Automobile Liability, and Pollution Liability and Pollution Legal Liability Insurance Coverages as described above, shall include an endorsement stating the following shall be **Additional Insureds**. Livingston County, all Livingston County elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that the Commercial General Liability Insurance, Automobile Liability Insurance, and Pollution Liability and Pollution Legal Liability Insurance coverages shall be considered to be primary to the Additional Insureds and any other insurance(s) the Additional Insureds may have shall be considered to be secondary and/or excess.
- F. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Fiscal Services-Procurement, 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- G. Proof of Insurance Coverage: The Contractor shall provide the County, at the time that the Agreement copies are returned by it for execution, with a Certificate of Insurance as well as the required endorsements showing it possesses the insurance coverages and endorsements that meet or exceed the insurance requirements of this Agreement’s TWENTY-SECOND section. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

The required Certificate of Insurance and endorsements must be submitted to the County’s Fiscal Services-Procurement Office when this Agreement is fully executed by the representatives of both parties. The Insurance Certificate and endorsements may be faxed or emailed to: **(517) 546-7266** or [fs-procurement@livgov.com](mailto:fs-procurement@livgov.com).

**TWENTY-THIRD: Amendments.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**TWENTY-FOURTH: Subcontracting or Assignment.** This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the County's Procurement Coordinator. In no case; however, shall such approval relieve the Contractor from its obligations or change the terms of this Agreement. The Contractor shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County's Procurement Coordinator. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

**TWENTY-FIFTH: Notice.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States first-class mail, postage paid, to the following addresses:

IF TO THE COUNTY:	IF TO THE CONTRACTOR:
<b>LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE</b> 2300 East Grand River - Suite 105 Howell, MI 48843  <b>ATTN:</b> ROBERT SPAULDING - DPW COORD. (517) 545-9609 <a href="mailto:rspaulding@livgov.com">rspaulding@livgov.com</a>	<b>EQ INDUSTRIAL SERVICES, INC.</b> (DETROIT SERVICE CENTER) 6500 Georgia St. Detroit, MI 48211  <b>ATTN:</b> MELANIE GODARD - HHW PROGRAM MGR. (313) 344-5055 <a href="mailto:melanie.godard@usecology.com">melanie.godard@usecology.com</a>

Either the County or the Contractor may at any time during the term of this Agreement change or add to the names and addresses of people to receive notices, bills, invoices or reports on their behalf by providing the other party with written notice of such change or addition.

**TWENTY-SIXTH: Iran Linked Business.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**TWENTY-SEVENTH: Waivers.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.

**TWENTY-EIGHTH: Surviving Provisions.** All rights, duties and responsibilities under this Agreement of any party that either expressly or by their nature extend into the future,

including, but not limited to, those set forth in the TENTH, THIRTEENTH, FOURTEENTH, SEVENTEENTH, TWENTY-FIRST, TWENTY-SECOND, TWENTY-SEVENTH, AND TWENTY-EIGHTH sections, shall extend beyond and survive the end of the term or termination of this Agreement.

**TWENTY-NINTH: Purpose of Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**THIRTIETH: Complete Agreement.** This Agreement, the attached Exhibits A, B, and C, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

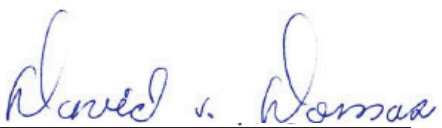
**THIRTY-FIRST: Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.


**THIRTY-SECOND: Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS HOUSEHOLD HAZARDOUS WASTE DISPOSAL AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

**EQ INDUSTRIAL SERVICES, INC. d/b/a  
US ECOLOGY**

BY:   
**DAVID J. DOMAS - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS  
Dated: 2/24/2023

BY:   
(Signature)  
**Jason Lewis**  
Name: \_\_\_\_\_  
(Print or Type)  
**General Manager**  
Title: \_\_\_\_\_  
(Print or Type)  
Dated: 2/27/2023

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
**COHL, STOKER & TOSKEY, P.C.**  
BY: ROBERT D. TOWNSEND - 2/10/2023

N:\Client\Livingston\Brd of Commr\Agreements\U.S. Ecology\2023\Drain - 22-11-175 - US Industrial Svcs - Household Hazardous Waste - 2023-2025 (2027) (RDT) - Final VER 2.docx Liv/Commissioners #23-001

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## Section 1.5.2 – Proposed Work Plan

Prior to each event, US Ecology will offer a pre-event meeting for County staff and partners to go over the site layout. Time will also be allotted for working with County volunteers, if requested, on the off-loading and handling of HHW materials and protocols. Notice will be made to the Fire Department and Hazardous Materials Teams for each location an event is held. In addition, a site safety plan will be prepared for each site.

Materials (roll-off, supply trailer, fork truck) may be delivered the day before an event. The day of an event, US Ecology crews will arrive at least 1½ hours before the scheduled start time of an event. During this time all materials and traffic flow will be set up including blockers to close off any storm drains in the off-loading and packaging areas. The set up will allow for a smooth flow of traffic through the drop off point and an efficient flow of materials to their consolidation the packaging point. Once the site is set up, US Ecology will segregate and package any materials that have accumulated or been collected between events. While this is taking place US Ecology personnel will address the County volunteers to go over the traffic flow, material staging and answer any questions. Most often the event will open ½ hour before the schedule start time.

During the event, materials will be efficiently sorted and packaged per DOT requirements for transportation. Packaging will include lab packing/loose packing of most all chemicals and paint, segregating and packaging of batteries, sharps, propane tanks, PCB ballasts, fire extinguishers, and mercury items, bulking of gasoline/fuels and motor oil and a roll-off for non-hazardous and latex. This process will continue until the last vehicle is received and County staff announces the event is closed.

Once closed, US Ecology personnel will breakdown the event and all supplies and all waste collected will be packed into trucks to be taken to the US Ecology Transfer and Processing Center at US Ecology Detroit South. At the close of the event, tractors will be waiting to remove all trailer and roll-off boxes. The process of breaking down gear and loading all materials will take 1-2 hours. US Ecology will load all materials, assist the county, and remove all cardboard and other supplies and make sure the area is clean and approved by the county.

After the event, all materials collected will be weighed, counted and processed. US Ecology will provide a summary of the total volume of material received (weight/car count) and an invoice for the event within one week.

## EXHIBIT



## APPENDIX B: COST PROPOSAL

All waste categories listed below should be bid at a flat rate per pound price. A net per pound price is the price per pound of waste as it is loaded into your vehicle, minus the weight of the drum and all packing material. All materials must be weighed prior to leaving the collection facility.

Costs should include transportation, processing, treatment, and disposal costs for the materials collected at the site, even if materials must be repacked later for transportation and/or disposal. Please note, costs for all packaging materials (drums, vermiculite, etc.) and training courses for Livingston County personnel must be included in the cost of disposal and not listed as a separate expense.

WASTE CATEGORIES	WASTE MGT. METHOD*	HANDLING METHOD**
AEROSOLS	Recycle	LO
PROPANE CYLINDERS – ONE POUND	Recycle/Reuse	LO
LETHAL AIR CYLINDERS	P	DI
FLAMMABLE LIQUIDS – LOOSE PACKED	FI	LO
OIL BASED PAINT – LOOSE PACKED	FI	LO
FLAMMABLE SOLIDS	DI	LO
PESTICIDE LIQUID	NE	GB
PESTICIDE SOLID	NE	GB
PCBS	LF	LO
ACIDS	NE	GB
BASES	NE	GB
REACTIVE	DI	LP
POISONS, N. O. S.	DI	LP
NON-REGULATED WASTE	GB	NE
BIOMEDICAL SHARP'S	DI	LO
OXIDIZING SUBSTANCES	NE	LO
PCB LIGHT BALLAST	LF	LO
PCB TRANSFORMERS	LF	LO
MERCURY	RC	LP
OTHER: USED MOTOR OIL AND OTHER PETROLEUM BASED PRODUCTS SUCH AS TRANS. FLUID, POWER STEERING FLUID, HYDRO. OIL, ETC. BULKED IN A VENDOR SUPPLIED BULK TANK DURING THE COLLECTION EVENTS.	RC	LP
<b>* WASTE MANAGEMENT METHOD</b>		
<b>DI</b> – DESTRUCTIVE/INCINERATION	<b>RC</b> – RECYCLE/REUSE	
<b>LF</b> – HAZARDOUS WASTE LANDFILL	<b>NE</b> – NEUTRALIZATION	
<b>FI</b> – FUEL INCINERATION	<b>ST</b> – STABILIZATION	
<b>** HANDLING METHOD</b>		
<b>P</b> – LAB PACKED	<b>LO</b> – LOOSE PACKED	
<b>GB</b> – GAYLORD BOX	<b>PA</b> – PALLETIZE	

**COST PROPOSAL - CONTINUED**

All waste categories listed below should be bid at a flat rate per pound price. A net per pound price is the price per pound of waste as it is loaded into your vehicle, minus the weight of the drum and all packing material. All materials must be weighed prior to leaving the collection facility.

**Costs should include transportation, processing, treatment, and disposal costs for the materials collected at the site, even if materials must be repacked later for transportation and/or disposal. Please note, costs for all packaging materials (drums, vermiculite, etc.) and training courses for Livingston County personnel must be included in the cost of disposal and not listed as a separate expense.**

FLAT RATE PRICE PER POUND PER THE WASTE CATEGORIES LIST ABOVE:

PRICE \$ 0.55 / PER POUND

BULKED USED MOTOR OIL (PETROLEUM BASED PRODUCTS):

PRICE \$ 0.16 / PER POUND  
CREDIT, NO COST OR COST  
(PLEASE CIRCLE ONE ABOVE)

ON-SITE LABOR:

PER COLLECTION EVENT FOR QUALIFIED ON-SITE PERSONNEL  
(CURRENT VENDOR SUPPLIES 12 PEOPLE/EVENT)

\$ 3,000.00 / EVENT  
(ONLY FOR TIME AT THE FACILITY)

TRANSPORTATION COST:

FLAT RATE \$ 750.00 / PER TRIP  
(DO NOT GIVE COST/MILE)



Signature: Jason M Lewis

Date: 11-7-22

Jason Lewis - General Manager

US Ecology is a proficient Household Hazardous Waste management contractor that has significant experience working with government agencies. We provide a high level of service and indemnification to our customers. The importance of having a safe and competent contractor is inherent in the success of a Household Hazardous Waste program. Our experience as the current vendor for many contracts similar in scope will ensure the consistent delivery of a safely managed contract. Of equal importance to a successful Household Hazardous Waste program is the contractor's sensitivity to eliminating the customer's future waste disposal liability. Waste disposal is managed with the strictest controls possible by shipping waste to only audit and preapproved facilities, primarily US Ecology owned and operated.

US Ecology has managed Household Hazardous Waste collection events throughout the Midwest for over 25 years. We have coordinated Household Hazardous Waste events to suit a wide range of needs. This experience developed through a very cooperative effort between the host community and US Ecology project management.

These project highlights show US Ecology's experience in managing a variety of HHW programs:

- Efficient mobile collection operations for bi-monthly HHW events with over 1,500 vehicles.
- Permanent HHW center operated 6 days a week, 8 hours each day staffed by full-time US Ecology employees servicing all hazardous waste disposal needs with various levels of participation and quantities.
- Identification of unknown household chemicals, CESQG collection events, monthly HHW round-up events.
- Coordination of CESQG business collection with permanent center cleanout.
- Permanent HHW center operation year-round every Wednesday and Saturday with frequent shed cleanout events.

Our previous work experience should demonstrate that US Ecology meets the requirements necessary to operate a safe and efficient Household Hazardous Waste collection event of varying level of participation and quantities of waste collected.

- b. The year the firm was established and former names of the firm, if applicable.

1998

- c. Identification of individuals to be working at the contracted events. Please include their experience; in particular, experience related to municipal household hazardous waste collections events. In addition, please include a phone number, an email address, and determine point of contact, if applicable.

The US Ecology Household Hazardous Waste (HHW) project team typically consists of a project manager, chemists, technicians and drivers, as applicable. To assure the efficient operation of a collection event, all US Ecology personnel will be properly trained on all site-specific activities. US Ecology personnel will work together with your staff to maintain an efficient and safe HHW collection.

The Project Manager shall be responsible for supervising and taking direct responsibility for the actions of US Ecology personnel. The Project Manager will be knowledgeable of the terms and conditions of the contract to ensure compliance with the contract. The Project Manager will oversee the consolidation and lab-packing of material to ensure that it has been properly packaged, documented and compliant for appropriate final disposal. The Project Manager will also be responsible for the prevention and cleanup of any accidental release of hazardous materials during each shipment or collection event.

All Field Chemists involved in the shipment or collection event shall be responsible for properly identifying and handling all waste material ready for shipment. Identification of unknown household or business material will be achieved through field HazCat procedures to assure compatible and compliant ultimate disposal. The Field Chemist shall be responsible to preparing the lab pack container contents sheets and properly label each container prior to loading. Hazardous waste manifests and Land Disposal Restriction forms will be filled out by the field chemist, representing the material to be removed from the collection event.

The Technicians and/or Drivers of the vehicles transporting hazardous waste will assist in the handling and segregation of materials as well as lab packing under direct supervision of a field chemist. Once the waste container has been properly packaged, the Technician will ensure that all DOT labels and placards are placed on the containers and vehicle. The County can be assured that US Ecology employees will handle all facets of the collection and provide safe and efficient assistance.

**Unloaders – Associates** unload the resident's vehicles onto 4-wheeled charts and transport the material to the sorting tables. Unloaders are trained as to which items are acceptable collection items.

**Sorters – US Ecology associates** identify the items by means of pH paper, closed-cup flash point and container labeling. Sorter positions are staffed by experienced team members who are trained to do these tasks daily.

**Bulkers – Associates** combine like materials into 55-gallon drums for recycling or disposal. Bulking positions are staffed by trained team members that handle these types of wastes on a regular basis.

**Hi-Lo Operator – US Ecology associates** utilize hi-lo equipment to move full pallets, drums, and yard boxes to trucks for disposal. These operators are certified and operate this equipment in their daily US Ecology positions.

On-site Staff (*\*resumes attached*)

Melanie L. Godard  
Marc McDonald\*  
Steve Lee\*  
Guy Pickering\*  
Nakisha Young  
Nick Fisher  
Cheryl Gooden  
Lisa Garapetian  
Erin Hinchman  
Richard Robinson  
Chris Tyler  
Mike Smith  
Greg Brown

Main Point of Contact: Melanie Godard – HHW Program Manager  
(313) 344-5055  
[melanie.godard@usecology.com](mailto:melanie.godard@usecology.com)

d. The location of the office or offices that shall provide the event collection & disposal services

EQ Industrial Services, Inc. (Detroit Service Center)  
6500 Georgia Street  
Detroit, MI 48211



MARC MCDONALD  
OPERATIONS MANAGER

## EXPERIENCE

US Ecology, Inc. | Field Services Midwest  
Operations Manager

May 2019 - present

- Provides technical support to management and subordinates.
- Participates in site evaluations and prepares inclusive quotes that include scopes of work, price estimates and contingencies.
- Makes recommendations for improvement in workflow and project management.
- Works with governmental and regulatory agencies and maintains community relations.
- Ensures operations are properly staffed and personnel are properly trained.
- Participates in budget development and manages operating and capital expenditure budgets and reports.
- Develops and monitor applicable metrics to measure operational objectives.
- Evaluates operations to control costs and maintain competitive position.
- Ensures protection of Company assets through ongoing maintenance of facility infrastructure.
- Provide support of activities to renew, amend, modify or expand existing licenses or permits consistent with adopted business plans.
- Ensures implementation of company policies and procedures.
- Manages the operation to meet customer expectations for quality and service.
- Performs other, related duties as assigned. These are duties may not be specifically listed in this description, but which are within the general nature typically associated with the employee's level of work.

ERG Environmental Services | Livonia, Michigan  
Senior Project Manager

June 1999 – May 2019

- Project Management of Remediation, USTs Removals, Environmental Drilling Services, and various environmental cleanup opportunities.
- Management of Operations of Field Drilling and Remediation Crews and Sales
- Management of Operations of Remediation Crews and Sales
- Generates the site specific health and safety plans.

## EDUCATION

Master's in Environmental Geosciences – Michigan State University | East Lansing, Michigan

BA in Geological Sciences and History – Albion College | Albion, Michigan

## SPECIALIZED TRAINING/CERTIFICATIONS

- OSHA HAZWOPER 40-Hour Site Safety Training, 29 CFR 1910.120(e,2,3)
- MDOT-HAZWOPER and Hazardous Materials Training



MARC MCDONALD  
OPERATIONS MANAGER

- ASTM Petroleum Release Training
- ASTM RBCA Training
- First Aid, CPR/AED, and Blood-born Pathogen Training
- Certification for Underground Tank Removal/Installation in Michigan, Indiana and Ohio
- Certified Storm Water Operator – State of Michigan



**STEVEN LEE  
FIELD CHEMIST**

**WORK EXPERIENCE**

**US ECOLOGY, INC.**

**1998 - present**

**FIELD CHEMIST, LAB-PACK/DEPACK, LTL SERVICES**

2009 – Current	Field Chemist
2008 – 2009	Depack Chemist
2005 – 2008	Chemist at US Ecology Detroit South
1998 – 2005	Chemist at US Ecology Romulus

- Segregates, classifies, packages, manifests and transports lab pack materials in accordance with all EPA, DOT, and OSHA regulations.
- Performs field characterization of unknown materials.
- Identifies chemical compatibility.
- Provides technical support for customer service.
- Interacts and assists customers on-site.
- Repackages waste destined for disposal at alternative facilities.
- Responds to emergency situations.

**CANTON WASTE SERVICES  
LANDFILL OPERATOR**

**1996 - 1997**

- Tested special waste loads to ensure the waste met the specifications as listed on the manifest.
- Monitored the leachate level in an inactive cell.
- Assisted in maintaining the cleanliness of the landfill property.

**CERTIFICATIONS**

- Hazardous Materials Handling Certification: Pursuant to 49 CFR Regulations
- 40-Hour Hazardous Waste Operations/Emergency Response Training
- 8 – Hour Refresher Training Course: Hazardous Waste Operations/Emergency Response
- RCRA Annual Contingency Plan Training/SPCC Plan Training/DOT HM232 Transportation and Security Training
- Class B CDL
- Fork Lift Training
- American Red Cross

**EDUCATION**

University of Michigan – Ann Arbor, MI  
College of Engineering  
BSE - Environmental Engineering



GUY PICKERING  
FIELD CHEMIST

## EXPERIENCE

US Ecology, Inc. | Detroit, MI  
Field Chemist

January 2020 - present

- Provide environmental compliance solutions to clients.
- Identify, sort, package, label, and manifest waste.
- Transport waste to final disposal in compliance with DOT.

UPS | Port Huron, MI  
Preloader/Casual Package Driver

October 2019 – January 2020

- Responsible for loading 3 trucks for safe delivery daily.
- Deliver packages with strict timeline.
- Consistently handle packages of up to 70+ lbs.

## EDUCATION

BSE Environmental Engineering – University of Michigan | Ann Arbor, MI

## SPECIALIZED TRAINING/CERTIFICATIONS

- OSHA HAZWOPER 40-Hr Certification
- OSHA HAZWOPER 8-Hr Refresher (current)
- Licensed CDL Class B Operator w/ Hazardous Material Endorsement