

**City of Norman
Household Hazardous Waste Facility Disposal Services Agreement**

THIS AGREEMENT is entered into between The Norman Municipal Authority (OWNER) and Clean Earth, LLC, (CONTRACTOR) for the following reasons:

1. OWNER intends to open and run a permanent Household Hazardous Waste Facility to allow its residents a safe, convenient year-round option for disposal of their household hazardous waste (the Project); and,
2. OWNER requires certain professional services in connection with the Project (the Services); and,
3. CONTRACTOR is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 –EFFECTIVE DATE

The effective date of this Agreement shall be ___th day of _____, 20__.

This CONTRACT shall be for a term of one year; however, the CONTRACT may be renewed for four (4) additional one-year periods, upon the consent of the parties.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONTRACTOR shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 –TITLE AND LIABILITY

Title to and liability for waste materials shall pass from the OWNER to the CONTRACTOR once the loading operation onto the CONTRACTOR's vehicles has begun. Title and liability for said materials shall transfer from the CONTRACTOR to the destination location upon delivery and unloading of materials at the destination location. Title and liability for all materials, including but not limited to hazardous waste or hazardous materials, that are managed and/or disposed of by CONTRACTOR under this Agreement shall transfer to CONTRACTOR at the time said materials, including but not limited to hazardous waste or hazardous materials, are delivered into CONTRACTOR's possession.

During the term of this Agreement, OWNER may, from time to time, provide to CONTRACTOR certain prepackaged waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by CONTRACTOR and OWNER. At the time OWNER requests the Services of CONTRACTOR, OWNER shall provide a Waste Profile Sheet or similar document ("Waste Profile") to CONTRACTOR completely and accurately describing the waste materials and its (their) characteristics. Upon approval by CONTRACTOR, the Waste Profile shall be incorporated into and become a part of this Agreement.

Waste materials which are discovered to be non-conforming may be rejected by CONTRACTOR. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with OWNER. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to CONTRACTOR or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to accept such constituents, characteristics or properties.

Waste materials discovered by CONTRACTOR to be non-conforming, if in CONTRACTOR's possession, shall be prepared for lawful transportation by CONTRACTOR and returned to OWNER within a reasonable time after rejection by CONTRACTOR, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. OWNER shall pay CONTRACTOR at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

ARTICLE 5 - COMPENSATION

CONTRACTOR may submit a monthly invoice for services performed. OWNER shall pay CONTRACTOR in accordance with Attachment B, Pricing Agreement within 30 days of receipt of complete submittal. Complete submittal means that manifest(s) and certificate(s) of disposal have been received for each invoice. In the event of a dispute regarding an invoice, OWNER shall timely pay the undisputed amount and shall notify CONTRACTOR of the amount(s) in dispute and the basis of the dispute within the 30-day time period after receipt of complete submittal.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, OWNER'S Responsibilities.

ARTICLE 7 - WARRANTIES

- a) The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
- b) CONTRACTOR understands the currently known hazards and risks which are presented to human beings, property, and the environment in the handling, storage, treatment, processing, and disposal of the waste materials.
- c) CONTRACTOR is engaged in the business of transporting, recycling, and disposing waste materials, and has developed the requisite expertise for the handling and disposal of such.
- d) CONTRACTOR will transport, store, treat, recycle, and dispose of the waste material in full compliance with all valid and applicable statutes, ordinances, rules, and regulations of the federal state and local governments in whose jurisdictions such activities are performed under this agreement.

- e) Any disposal facility or facilities used for disposal will have permits, licenses, certificates, or approvals required by valid and applicable statutes, ordinances, rules, and regulations of the federal, state, and local governments in which the facility is located, necessary to allow such facility accept, and store, treat, process, and dispose of the involved waste materials.
- f) In the event that the disposal facility loses its permitted status, or is the subject of the action of a government agency which could reasonably result in the loss of its permitted status, during the term of this agreement, CONTRACTOR will promptly notify the CITY of such loss, or possible loss, of permitted status.
- g) CITY warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which CITY had knowledge. CITY warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to CONTRACTOR will conform to such description; that containers of waste materials transferred to CONTRACTOR will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraints or order which would prohibit transfer to possession or title to such materials to CONTRACTOR for transportation and disposal; and that it has communicated and will communicate to CONTRACTOR during the term hereof those hazards known by the CITY to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

Indemnification. The CONTRACTOR and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the indemnifying party in the performance of services under this Agreement. The CONTRACTOR and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONTRACTOR against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any of the CONTRACTOR'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONTRACTOR shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of

\$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

(c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.

(d) Professional Liability (errors and omissions) Insurance, with a limit of \$2,000,000 aggregate.

CONTRACTOR shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONTRACTOR shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONTRACTOR, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any work unless such procurement responsibilities are specifically assigned to CONTRACTOR in Attachment A, Scope of Services. In the event the OWNER requests CONTRACTOR to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONTRACTOR for review at least 15 days prior to the requested date of execution. CONTRACTOR shall not be required to execute any certificates or documents that in any way would, in CONTRACTOR's sole judgment, (a) increase CONTRACTOR'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONTRACTOR having to certify, guarantee or warrant the existence of conditions whose existence CONTRACTOR cannot ascertain.

ARTICLE 11 - RECORDS

CONTRACTOR agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONTRACTOR as part of the scope of services ("documents and materials") shall be the exclusive property of OWNER and shall, upon completion of the services or termination of this Agreement, be delivered to OWNER.

At OWNER's request, OWNER shall be entitled to immediate possession of, and CONTRACTOR shall furnish to OWNER within ten days, all of the documents and materials. CONTRACTOR may retain copies of these documents and materials.

Any substantive modification of the documents and materials by OWNER staff or any use of the completed documents and materials for other OWNER projects, or any use of uncompleted documents and materials, without the written consent of CONTRACTOR, shall be at OWNER's sole risk and without liability or legal exposure to CONTRACTOR. OWNER agrees to hold CONTRACTOR harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless CONTRACTOR consents in writing to such reuse.

CONTRACTOR agrees that OWNER or its auditors shall have access to and the right to audit and reproduce any of CONTRACTOR's relevant records to ensure that OWNER is receiving all services to which OWNER is entitled under this Agreement or for other purposes relating to the Agreement. CONTRACTOR shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by OWNER.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Any training materials designed and provided to Owner's staff by Contractor shall remain property of Owner. Any materials used to sort or system designed for Owner by Contractor to handle hazardous materials and recyclable items shall remain property of Owner. All items requested to be designed and provided to Owner by Contractor in the RFP and proposal for this project shall remain property of Owner upon delivery to Owner by Contractor.

ARTICLE 13 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 30 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon thirty (30) calendar days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONTRACTOR for all the Services performed to date. Upon restart of suspended Services, an equitable adjustment shall be made to CONTRACTOR'S compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor CONTRACTOR shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemic; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONTRACTOR under this Agreement. CONTRACTOR shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances provided that, if the event in question continues for a continuous period in excess of ninety (90) days, OWNER shall be entitled to give notice in writing to CONTRACTOR to terminate this Agreement.

ARTICLE 15 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Michele Loudenback, R.P.E.S., CFM
Environmental and Sustainability Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONTRACTOR:
Clean Earth, LLC.:
Contract Manager

933 First Avenue, Ste. 200
King of Prussia, PA 19406

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONTRACTOR.

ARTICLE 16- DISPUTES

In the event of a dispute between OWNER and CONTRACTOR arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution in any Oklahoma court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 – FAIR EMPLOYMENT PRACTICES

CONTRACTOR agrees that all persons employed by CONTRACTOR shall be treated equally by CONTRACTOR without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and OWNER.

CONTRACTOR agrees that, during the performance of this Agreement, CONTRACTOR and any other parties with whom CONTRACTOR may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONTRACTOR agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONTRACTOR shall provide OWNER staff with access to and, upon request by OWNER, provide copies to OWNER of all of CONTRACTOR's records pertaining or relating to CONTRACTOR's employment practices, to the extent such records are not confidential or privileged under State or federal law.

ARTICLE 18 - WAIVER

A waiver by either OWNER or CONTRACTOR of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20- INTEGRATION

This Agreement, including the RFP and Contractor's proposal along with Attachments A, B, and C are incorporated by this reference, represents the entire and integrated agreement between OWNER and CONTRACTOR. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither OWNER nor CONTRACTOR shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONTRACTOR may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONTRACTOR from engaging independent CONTRACTORS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 23 – TIME OF ESSENCE

CONTRACTOR and OWNER agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONTRACTOR. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

Limitation of Liability

IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS AGREEMENT TO OWNER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT UNLESS BASED ON GROSS MISCONDUCT AND NEGLIGENCE.

IN WITNESS WHEREOF, OWNER and Clean Earth, LLC. have executed this Agreement.

DATED this ___th day of _____, 20__.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Clean Earth, LLC.
(CONTRACTOR)

Signature Jeffrey Diaz

Name Jeffrey Diaz

Title VP, Finance

Date 12/2/2021

Attest:

Deil Thite
President/Principal

Approved as to form and legality this ____ day of _____ 20__.

City Attorney

City of Norman
Household Hazardous Waste Facility Disposal Services Agreement

Attachment A
Scope of Services

Contractor shall perform the following:

1. Collect, package (containerize), sample, and label hazardous, special, and solid wastes.
2. Provide analyses of wastes for disposal as necessary, including Haz-Cat Field Analysis.
3. Train City staff on data collection and tracking, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to process waste, including but not limited to personal protective equipment, aerosol can crusher, paint can crusher, and bulb crusher.

4. Provide in-person technical assistance at the HHW facility (on a schedule agreed upon by all parties) for the purpose of assisting City staff in building proficiency with facility operations and program administration, including but not limited to collection and tracking of appropriate data, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to implement facility operation, such as PPE, aerosol can crusher, paint can crusher, and bulb crusher.
5. Train City staff to identify, prepare and label reusable items to be placed in the "Swap Shop" for residents to take home and use.
6. Disposal (including incineration, fuels blending, treatment, and landfilling) of hazardous and other regulated materials.
7. Provide the City with proper packaging guidelines, profile paperwork, ODOT shipping information and label(s) and all other associated paperwork for each category of waste.
8. Recycling and treatment of waste materials whenever feasible.
9. Respond to all City disposal requests within three (3) days of the written disposal request sent via facsimile or email.
10. Provide paperwork and documentation needed to complete waste shipments.
11. Provide City with fully executed copies of Waste Manifests and Certificates of Disposal with invoice submittal.
12. Maintain all necessary licenses and/or permits required under Federal, State and local laws and regulations. A current copy must be sent to the City with their Proposal and before any and all renewals.
13. Meet with OWNER to further determine program administration, detailed program planning, identification of tasks, and required schedule of accomplishment of program tasks. Tasks that can be performed by City personnel, with and without direction from CONTRACTOR's professional staff, must be identified.
14. Submit an annual report in a format mutually agreed upon by the Contractor and the Utilities Director, which summarizes the services provided and expenditures paid by the City. The report shall be sent to the City no later than thirty (30) days following the end of each City fiscal year (June 30). The City may also request reports to be submitted at other intervals throughout the year.

Contractor shall utilize the method of disposal/handling of wastes that is highest on the following waste management hierarchy as conditions dictate:

- a. Source Reduction (reuse);
- b. Recycle, retort;
- c. Energy Recovery (fuel blending);

- d. RCRA incineration;
- e. Land disposal.

City of Norman
Household Hazardous Waste Facility Disposal Services Agreement
Attachment B
Pricing Agreement

The following is the pricing agreement for current transportation, processing, disposal, training and equipment costs. These costs may vary from year-to-year; however, any increase over the Consumer Price Index (CPI) will need to be approved by OWNER before contract renewal.

Waste Category	Handling/ Packaging	\$/Yard Box	\$/55 gallon	\$/30 gallon	\$/5 gallon	Other
Aerosols	IN – loosepack	\$500.00	\$175.00	\$125.00	\$50.00	
Alkaline Batteries	RC – loosepack	-----	NA	\$325.00	\$50.00	\$0.75/lb
Alkaline Batteries	LF – loosepack	-----	\$70.00	\$60.00	\$50.00	

Antifreeze	RC – bulk	-----	\$75.00	-----	-----	
Asbestos	LF – loosepack	\$280.00	\$200.00	\$150.00	\$50.00	
Corrosives	IN – loosepack	-----	\$180.00	\$130.00	\$50.00	
Corrosives	Treat – loosepack	-----	\$180.00	\$130.00	\$50.00	
Flammables	IN – loosepack	\$450.00	\$120.00	\$80.00	\$50.00	
Flammables	FB – bulk	-----	\$60.00	-----	-----	
Fluor Bulbs (Compact)	RC – loosepack	-----	-----	-----	-----	\$0.70/lb
Fluor Bulbs (straight)	RC – loosepack	-----	-----	-----	-----	\$0.70/lb
HID Bulbs	RC – loosepack	-----	-----	-----	-----	\$0.70/lb
Latex Paint	LF – bulk	-----	\$70.00	-----	-----	
Latex Paint	RC – bulk	-----	\$200.00	-----	-----	
Latex Paint	RC – loosepack	\$280.00	\$100.00	\$7,500	25 yard	Roll Off
Lithium Batteries	IN – loosepack	-----	-----	NA	\$100.00	\$4.90/lb
Mercury	RC – labpack	-----	-----	NA	\$250.00	\$50.00/lb
Ni-Cad Batteries	RC – loosepack	-----	NA	\$350.00	\$50.00	\$1.00/lb
Non-PCB Ballasts	RC – loosepack	-----	NA	\$500.00	\$50.00	\$1.70/lb
Oil Base Paint	FB - loosepack	\$350.00	\$130.00	\$8,750	25 yard	Roll Off
Oil Base Paint	FB - Bulk	-----	\$60.00	-----	-----	
Oil Filters	RC – loosepack	-----	\$150.00	\$120.00	\$50.00	
Oxidizers	IN – loosepack	-----	\$395.00	\$345.00	\$100.00	
PCB Waste	IN – loosepack	-----	Cost+	15%		
Poisons	IN – loosepack	\$500.00	\$225.00	\$140.00	\$75.00	
Propane-Small/Camp	RC – palletize	-----	-----	-----	-----	\$10.00 Each
Propane-BBQ	RC – loosepack	-----	-----	-----	-----	\$14.00 Each
Reactives	IN – labpack	-----	-----	\$200.00	\$75.00	\$2.50
Electronics	RC – palletize	-----	-----	-----	-----	\$1.00/Lb

Transportation

24' Box Truck with Lift Gate	\$1,200.00
48 ' or 53' Trailer	\$1,300.00
Roll Off Trailer	\$1,450.00
Supply delivery if not with a waste shipment	\$1,300.00

Mobilization

If Chemist/Technician is required for waste shipments	\$300.00
For training per person	\$300.00

Labor and Per Diem (Onsite for training or facility operations)

Chemists	\$60.00
Technicians	\$50.00
Project Manager	\$65.00
PPE per person	\$25.00
Per Diem per person	\$225.00

Supply Costs

55 gallon steel open top drum (Recon)	\$65.00
55 gallon steel closed top drum (Recon)	\$65.00
55 gallon fiber open top drum (New)	\$65.00
55 gallon poly open top drum (Recon)	\$50.00
30 gallon steel open top drum (New)	\$65.00
30 gallon fiber open top drum (New)	\$65.00
30 gallon poly open top drum (New)	\$65.00
20 gallon poly open top drum (New)	\$65.00
5 gallon poly open top pail (NEW)	\$20.00
85 gallon steel overpack drum	\$195.00
85 gallon poly overpack drum	\$230.00
275 gallon Tote (Recon)	\$270.00
Cubic yard box with pallet and liner	\$65.00
4' Bulb Box	\$20.00
8' Bulb Box	\$30.00
Vermiculite bag	\$40.00
oil dry bag	\$25.00
Pallets (40" x 48")	\$18.00
Shrink Wrap (4 rolls per case)	\$45.00
55 gallon drum liners (50 per roll)	\$85.00
pH strips (0 to 14) 6 pack	55
Manifest/labels/markings	NC
E Manifest Fee	25

**** All rates must include all surcharges and additional fees such as E&I and fuel surcharge.**

City of Norman
Household Hazardous Waste Facility Disposal Services Agreement
Attachment C
Owner Responsibilities

The Contracting Entity shall perform the following tasks:

1. Designate one employee to serve as its primary contact with respect to the Services.
2. Respond promptly to any reasonable requests from Clean Earth for instructions, information, or approvals required by Clean Earth to provide the Services.
3. Implement practices learned from Contractor training relating to data collection and tracking, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to process waste, including but not limited to personal protective equipment, aerosol can crusher, paint can crusher, and bulb crusher.
4. Provide all information known and collected regarding waste stream profile.
5. Provide safety data sheets (SDS) and process information as available on wastes for disposal.
6. Aid in the selection of disposal methods.
7. Provide support on regulatory information for manifest and shipping paper information.
8. Complete all necessary paperwork, as applicable, associated with the shipment of material to Contractor or as directed by Contractor.