

ADDENDUM 2

January 5, 2018

REQUEST FOR PROPOSALS FOR

**The Transportation, Disposal, Recycling and Technical
Assistance Services Associated With a Permanent Household
Hazardous Waste Collection Program
For the**

**Medina County Solid Waste District
Medina County, Ohio**

December 12, 2017

**Request for Proposals due by:
January 19, 2018; 3PM EDT**

Medina County Sanitary Engineer
791 W. Smith Road
Medina, OH 44256
330-723- 9574

The December 28, 2017 Voluntary Pre-Bid Meeting and Tour was called to order at 9:00 am by Beth Biggins-Ramer, Medina County Solid Waste Coordinator.

In attendance

A copy of the sign in sheet is attached to this Addendum 2.

Minutes

Beth Biggins-Ramer opened the meeting with an overview of the items to be covered and the expectations of the meeting. A tour of the facility was provided to the attendees after the meeting. Beth's overview included the following statements and discussion points:

- Any additional questions generated after the Pre-Bid Meeting are to be e-mailed to Christine Hegarty, Administrative Secretary, Medina County Sanitary Engineer's Office, by January 3rd at 4:00 pm;
- A description of the 8700 Lake Road property and facilities;
- A description of Medina County Solid Waste District's current collection and recycling of "Specialty Wastes" and how these activities will remain independent of the activities associated with this Proposal (refer also to Addendum 1);
- Oral questions from the attendees were recorded.
- The Household Hazardous Waste Collection Program is one of several programs managed by the District, for an integrated solid waste management system.

This document includes questions asked during the Pre-Bid Meeting for The Transportation, Disposal, Recycling and Technical Assistance Services Associated with a Permanent Household Hazardous Waste Collection Program for the Medina County Solid Waste District. The questions are presented in standard black text, along with the respective answers in **bold, red text**.

Questions Received at the Pre-Bid Meeting

1. What are the required HHW Contractor's staffing hours weekly or monthly in regards to Attachment B?

A: The costs associated with the following services shall be included in the Request for Proposal (RFP) Attachment B: Base Bid Pricing Sheet as follows:

- i. **Initial Training: The HHW Contractor shall provide an initial training session for District staff, prior to the opening of the Specialty Waste Recycling Center (SWRC), on all HHW material packing requirements. The initial training will occur outside of regular business hours, such as a Sunday. All staff required to work in the SWRC will be required to attend this training session (~ five staff members). A proposed agenda**

has been included as Exhibit 1. The initial training session will require approximately 4-6 hours. The Contractor's Project Manager/Certified Hazardous Materials Manager (CHMM) shall conduct the initial training.

Exhibit 1: Proposed Agenda

Description	Time	Trainer
General Hazard Communication and Awareness	8:00 am – 9:00 am	Contractor
Contractor Packing Procedures and Hands-On Training	9:00 am – 11:00 pm	Contractor
General Procures and Policies	11:00 pm – 11:30 am	District
Closing Remarks	11:30 am – 12:00 pm	Beth

- ii. **Annual Refresher Training:** The HHW Contractor's Project Manager/CHMM shall conduct the annual refresher training to all applicable staff. The refresher training shall be conducted outside of regular business hours. The refresher training session will require approximately 4-6 hours.
 - iii. **Assessment and Packaging of High Hazard and Unknown Materials:** The HHW Contractor shall provide on-site staffing for the proper identification and packaging of high hazard materials, lab packs and unknowns placed in the temporary staging area by District personnel. Volume and frequency of these materials is not known to the District, but are expected to be an "on-demand" type arrangement. The services are not required to be performed by the Contractor's Project Manager/CHMM, however, shall be conducted under their direct supervision. The District and HHW Contractor will coordinate as to the schedule to properly manage these materials on an ongoing basis.
2. What are the required HHW Contractor's staffing hours weekly or monthly in regards to Attachment C?
- A: The costs associated with the following services shall be included in the Request for Proposal (RFP) Attachment C: Additional Pricing Sheet as follows:**
- i. **Initial Time On-Site for Start-Up:** The HHW Contractor's Project Manager/CHMM shall be on-site in the SWRC up to a duration not to exceed the hours available to the public on the designated days of

operation for the first month the SWRC is open to the public. The cost for this service shall be billed the price set forth under “On-Site Technical Assistance Per Hour” delineated in the RFP Attachment C: Additional Pricing. The HHW Contractor will be paid for only the time on-site, which may include evenings and weekends.

- ii. **Attachment C:** Attachment C requests per hour pricing for additional packing procedure training and technical assistance above and beyond the items delineated above in this Answer #1. These services shall be conducted under the direct supervision of the Project Manager. The services are not required to be performed by the Project Manager/ CHMM. This service must be approved by the District prior to being conducted by the HHW Contractor.
3. Based on the required staffing hours in Q1 and Q2, is there a minimum number of HHW Contractor individuals required to cover these hours?
A: No. There is no minimum number of HHW Contractor individuals required to perform the services outlined in the Request for Proposals. The assessment, packaging, management, transportation, recycling and disposal of HHW shall be performed by the HHW Contractor in such a manner that complies with all state and federal regulations to ensure the health and safety of personnel and the public. The District is responsible for the operation of the facility. The HHW Contractor is responsible for initial training, annual training and technical assistance as approved by the District.
4. Based on the answers to Q1, Q2, and Q3 what will be the activities and responsibilities of the Contractor staff?
A: Please refer to the Request for Proposals document and Addendum #2 in its entirety.
5. Will there be additional staff or hours required at the start-up of the program? If so, what are the hours required to be provided; number of individuals; and for what length of time?
A: See Answers #1, #2, and #3 above.
6. How will refresher or additional training be charged?
A: See Answers #1, #2, and #3 above. Training in excess of the hours and personnel delineated in Answers 1 - 5 shall be invoiced by the Contractor at the prices per hour set forth in the RFP Attachment C: Additional Pricing.
7. Is a Certified Hazardous Materials Manager (CHMM) required to be one of the individuals on-site for the hours delineated in Answers 1, 2, 3, and 4?

A: See Answer #1 for the CHMM requirements.

8. The second bullet point on page 8 appears to have an incorrect statement.

A: The second bullet point on the RFP page 8 should read as follows: “Specialty supplies, containers and packing materials for high hazard materials, lab packs and unknowns. The HHW Contractor will supply standard containers (5-55-gallon steel, ply or fiber containers and cubic yard boxes) and packing materials, and the HHW Contractor is expected to supply all other materials needed to package and ship off-site these materials.”

9. Will the Contractor or the Medina County Solid Waste District staff be responsible to bulk fuels?

A: District staff shall be responsible to bulk only antifreeze, cooking grease and used motor oil. The HHW Contractor is not responsible for bulking operations aside from initial training, annual refresher training and "on demand" requested technical assistance regarding packaging and HHW handling.

10. Can fuels be over packed and by whom?

A: No miscellaneous flammables will be loose packed according to the HHW Contractor requirements.

11. Can the breakout of oil versus latex paint collected in 2017 be provided?

A: Based on the year 2017 data provided by the District’s prior HHW Contractor, approximately 80% of the total amount of bulk paint collected was latex in nature and 20% was oil-based (Refer to the RFP – Attachment D).

12. Can a copy of the prior bid document be provided?

A: Included with this Addendum 2 is a copy of the Medina County Solid Waste District’s March 13, 2014 Request for Proposal for the Collection, Transportation, Recycling and/or Disposal of Household Hazardous Waste; Resolution No. 14-0221 Awarding the Proposal; and the signed Agreement for these services as Exhibit 3.

13. Can a copy of the State Fire Code that delineates the amounts of materials by type to be housed inside the building and in the trailer be provided?

A: State Fire Code Limitations have been included herein as Exhibit 2.

Exhibit 2: State Fire Code Limitations

State Fire Code Limitations:

HHW Waste Stream	Ohio Building Code Classification	Container Type	Container Size	Inside Storage Limitations	Short Term Storage Location	Long Term Storage Location
Latex Based Paint	No Classification	Haz Pak Box	1 Cubic Yard	None	Inside	Trailer
Oil/Solvent Based Paint	Combustible Liquids Class II	Haz Pak Box	1 Cubic Yard	120 Gallons	Inside	Trailer
Used Oil	Combustible Liquids Class III	Steel Drum	55 Gallons	330 Gallons	Inside	Trailer
Exempt Pesticides Liq/Solids	No Classification	Haz Pak Box	1 Cubic Yard	None	Inside	Trailer
Exempt Consolidated Solvents	Flammable Liquid Combination (1A, 1B, 1C)	Steel Drum	55 Gallons	120 Gallons	Inside	Trailer
Flammables for Incineration	Flammable Liquid Combination (1A, 1B, 1C)	Plastic Drums	5-55 Gallon	120 Gallons	Inside	Trailer
Exempt Mixed Aerosols	Flammable Liquid Combination (1A, 1B, 1C), Flammable Gas	Haz Pak Box	1 Cubic Yard	120 Gallons	Inside	Inside
Lead Acid Batteries	No Classification	Loose	Pallets	None	Inside	Inside
Antifreeze	No Classification	Steel Drum	55 Gallons	None	Inside	Inside
HH Batteries	No Classification	Plastic Drums	5-55 Gallon	None	Inside	Inside
Lap Packs for Treatment	No Classification	Plastic Drums	5-55 Gallon	None	Inside	Inside
Propane Cylinders	Flammable Gas	Shrink Wrap	Pallets	150 Pounds	Inside	Inside
Fluorescent Tubes	No Classification	Loose	5-85 Gallon	None	Inside	Inside
Misc Cylinders	Flammable Gas, Inert Gas	Plastic Drums	5-55 Gallon	150 Pounds	Inside	Inside
Organics for Incineration	Organic Peroxide Class 2, 3, 4, 5	Plastic Drums	5-30 Gallon	50 Pounds	Inside	Inside
Oxidizers for Incineration	Oxidizer Class 1, 2, 3	Plastic Drums	5-30 Gallon	10-4,000 Pounds	Inside	Inside
Mercury Lap Packs for Treatment	No Classification	Plastic Drums	5-30 Gallon	None	Inside	Inside
Reactives for Incineration	Water Reactive Class 1, 2	Plastic Drums	5-30 Gallon	50 Pounds	Inside	Inside
Scrap Tires	Tire Storage	Loose	Trailer	Trailer Only	Trailer-56' Away from Bldg and Property Line	Trailer-56' Away from Bldg and Property Line

Exhibit 3

Medina County Solid Waste District's March 13, 2014 Request for Proposal for the Collection, Transportation, Recycling and/or Disposal of Household Hazardous Waste; Resolution No. 14-0221 Awarding the Proposal; and the signed Agreement

**Household Hazardous Waste
Pre-Proposal Meeting and Site Inspection
December 28, 2017 9:00 a.m.
8700 Lake Road, Seville, Ohio**

Name	Company	Email	Phone Number
Brian DeBel	EEI	bdebel@eeienv.com	800-850-3587
Adam Sabol	Clean Harbors	sabola.adam@cleanharbors.com	216-857-0129
Pete Orlando	Stericycle	Pete.Orlando@stericycle.com	330-703-9016
Bill Butcher	Stericycle	Bill.Butcher@stericycle.com	330-351-8633

REQUEST FOR PROPOSAL

for

**The Collection, Transportation, Recycling and/or Disposal
of Household Hazardous Waste**

**Medina County Sanitary Engineers
Solid Waste District
791 W. Smith Road
Medina, Ohio 44256**

**PROPOSAL DEADLINE
March 13, 2014**

REQUEST FOR PROPOSALS

Proposals to provide for the **Collection, Transportation, Recycling and/or Disposal of Household Hazardous Waste** generated in Medina County will be received by the Board of Medina County Commissioners in their offices located at 144 North Broadway, Medina, Ohio until **1:30pm, Ohio Time, Thursday, March 13, 2014** at which time said proposals will be opened and publicly read aloud. Specifications and information to bidders are available at the office of the Medina County Sanitary Engineer, 791 W. Smith Road, Medina, Ohio 44256.

The Board of Medina County Commissioners reserve the right to reject and/or accept any or all proposals.

This notice may be viewed on the Medina County website at www.co.medina.oh.us.

Board of Medina County Commissioners

Patricia G. Geissman
Stephen D. Hambley
Adam Friedrich

Medina County Gazette: **Thursday, February 20, 2014**

REQUEST FOR PROPOSALS
for
THE COLLECTION, TRANSPORTATION, RECYCLING AND/OR
DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

1. SCOPE OF SERVICES / BACKGROUND

The Board of Medina County Commissioners (hereinafter referred to as the “Board”) is soliciting qualified contractors to provide services for proper collection, transportation, recycling and/or disposal of Household Hazardous Waste (“HHW”), which is comprised of the materials set forth in the Pricing Sheet attached hereto as Attachment A (yellow).

The “HHW” events will be held by the Medina County Solid Waste District (hereinafter referred to as the “District”).

The Medina County Solid Waste District plans to hold two (2) Household Hazardous Waste Collection Events during 2014, one (1) in May of 2014 and one (1) in October of 2014. The District will advertise that County residents may bring their HHW Materials in two (2) locations during each of the two (2) events as outlined in Attachment B.

The objective of the collection events is to provide households in the District with an opportunity to turn in HHW for proper recycling and/or disposal.

The Medina County Solid Waste District will be responsible for planning, organizing and publicizing the two (2) events and for providing traffic control personnel. Information pertaining to the District’s past collection results can be found in Attachment C of this RFP.

The Contractor must possess the necessary experience, expertise, knowledge, ability, staffing, and permits to conduct handling, identification, transportation, recycling and/or disposal of hazardous waste. The selected firm will provide all expertise, labor, packing materials, packing containers, trucking containers, equipment, services, and performance bond to fulfill all terms and conditions of the awarded contract set forth in Attachment D hereto.

Companies that use their own employees as labor for the Collection Events will receive preference over companies that will use sub-contract labor. Casual, temporary labor will not be allowed during a Collection Event but labor from a firm specializing in providing environmental service workers will be considered. If a bidder desires to use sub-contract personnel in a Collection Event, the bidder must name the source and number of such personnel and explain the training and experience of the personnel. The District requires that all on-site personnel have the experience and training in the handling of hazardous waste materials. The Contractor must have the capacity to conduct multiple Collection Events on the same day, if required. A preliminary schedule of the two (2) 2014 Collection Events is provided in Attachment B.

Qualified contractors are requested to respond to this RFP if they can provide services of collection site management, storage, identification, packaging, labeling, transporting and record keeping related to the safe and proper collection and shipment of the HHW to an approved recycling or treatment, storage or disposal facility (TSDF).

2. CONTRACTOR ASSUMPTION OF GENERATOR AND SHIPPER STATUS

Event participants will transport their HHW to the collection site(s) provided by the District. Upon removal of the HHW from the participant's delivery vehicle(s), the Contractor will expressly assume the status and obligations of a "generator" and a "shipper" for all shipments of HHW collected as part of the Collection Event, as those terms are defined in the applicable DOT and U.S. EPA Regulations. The District and the event participants will not be required to obtain generator numbers.

3. AWARD

Proposals, which adequately address all items listed under Article 4, Proposal Requirements, will be considered for a contract award. The award will be based on the consideration of all the items listed under Article 6, Bid Evaluation. One Contractor will be selected by the District to serve the District's HHW Collection Events. The selected Contractor will be required to enter into a separate agreement with the District in the form set forth in Attachment D hereto.

4. PROPOSAL REQUIREMENTS

Each bidder must submit a proposal that includes all of the following information. **All information must be presented in the order listed below.**

A. Company Identification and References

1. Specify the name of your company and individual submitting the proposal, street address, mailing address, telephone number, and the key individual who will be responsible for the project, if awarded a contract. If your company has its home office in another state and a regional office for Ohio, the proposal must identify street address, mailing address, and telephone number of each. If your company's accounting and contract office differs from above addresses, this address, telephone number and contact person must be specified. All subcontractors to be used must be identified and the street address, mailing address and telephone number must be provided for each. All bidders and all subcontractors must be incorporated in or authorized to do business in the State of Ohio and must have an EPA identification number for handling hazardous waste.
2. Describe your company including location, facilities, experience, history and personnel.
3. Describe your company's qualifications and prior experience in conducting HHW Collection Events.
4. Provide two (2) references of most recent customers receiving similar HHW management services as described in this RFP and describe the scope of work.
5. Provide a list of all HHW Collection Events conducted in 2013 and those currently scheduled for 2014.

B. Project Description, Operations and Management

1. Explain how your company will provide experienced on-site **managerial personnel** at each HHW Collection Event. Proposals must include the names and qualifications of the key managerial personnel that will manage each District's Collection Events. Proposals should name the key contact person and site manager that will be assigned for each Collection Event.
2. Explain how your company will provide experienced and sufficient **labor** at each HHW Collection Event to provide for the efficient unloading of vehicles and materials handling. Proposals must specify the total number of personnel to be provided for the each of the District's Collections Events. If subcontractors are to be used for the Collection Events, the proposal must explain for what purpose they will be used and must state the source and number of such personnel and the training and experience of the personnel. All on-site personnel must have experience and training in the handling of hazardous waste material.
3. Explain how your company sets up a typical collection site, sorts and processes HHW materials. Proposals should include a diagram of a typical site layout showing traffic flow patterns and locations of HHW unloading, bulking, sorting, packaging and storage areas.
4. List all supplies and equipment your company will provide for the sorting, bulking, packing and transporting of all HHW collected.
5. Explain how your company will operate a safe Collection Event. Describe your company's safety plan to ensure the safety of workers, event participants and the environment.
6. Explain how your company will contain, control and clean up any spills occurring during collection, packaging or storing the HHW to protect the public health and the environment.
7. Explain how your company will keep records of total net weight in pounds of HHW collected at the District's HHW Collection Events. Describe in detail how and where all HHW materials will be weighed and how the **net weight** of the HHW materials will be established and recorded for billing purposes.
8. Explain how your company will clean up and restore the collection sites after the HHW Collection Events.

C. Waste Characterizing, Packaging and Labeling

1. List any hazardous materials your company is not permitted to accept.

2. Describe the handling and packaging method your company will use for each HHW waste type listed in Attachment A, Price Sheet. Include the types of containers to be used for packaging and shipping the HHW, and the final recycling, treatment or disposal method for each waste type.
3. Describe how your company will comply with the container labeling and marking system as required by OAC Chapter 3745-52 and 40 CFR Part 262.

D. Transportation

1. Include the cover sheet of your company's DOT permit to transport hazardous waste pursuant to OAC 3745-53-11. Copies of permits (cover sheet only) must also be included for any subcontractors to be used for transportation services.
2. Describe the vehicles to be used to transport the HHW to the various destination facilities.
3. Describe how your company will comply with the placard requirements and the manifest system of record keeping, as required in OAC Chapters 3745-52 and 3745-53 and by 40 CFR Parts 262 and 263, to track all HHW collected at each Collection Event from the point of collection (source) to the point of recycling, treatment, storage and/or disposal.
4. Describe the emergency actions your company will use to protect public health and the environment in the event of a discharge of HHW during transportation as required by OAC Chapter 3745-53 and by 40 CFR Part 263.

E. Recycling, Treatment and/or Disposal

1. Provide the name and address of each recycling facility and TSD facility to be utilized for the final handling of the HHW collected.

F. Price Sheet

1. Complete Attachment A, Price Sheet (Yellow). Indicate the cost per pound (unless otherwise noted) in ½ cent multiples to be paid by the District to the bidder for the **net weight** of each HHW material collected during each Collection Event. The price per pound should include all costs related to handling, transporting, recycling and disposal of the material including labor, supplies, etc.

5. ESTABLISHED BUSINESS

To be considered responsive, the bidder must, at the time of bid proposal, be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this RFP. Proof is required upon request by the District.

6. BID EVALUATION

Proposals will be evaluated on the basis of the following:

- A. The total cost bid for the services of collection, transportation, recycling and/or disposal of HHW requested in this RFP.
- B. Company qualifications, including demonstrated prior experience in conducting the services requested in this RFP.
- C. Key individual qualifications of those persons who will be on site and responsible for the execution of the project.
- D. Demonstrated capacity to successfully implement and complete each Collection Event by providing sufficient, trained personnel, expertise, equipment and facilities for the safe and proper collection, identification, storage, packaging, labeling, transporting, treatment, disposal and record keeping of all HHW collected. Consideration will be given to the capacity of the bidder to conduct multiple collection events on the same day.
- E. Demonstrated compliance with federal and state laws and rules.
- F. Positive performance review by two (2) references of most recent customers receiving similar services as described in this RFP.

7. BASIS FOR REJECTION OF PROPOSALS

- A. Any proposal submitted in response to this RFP may be rejected from consideration by the Board of Medina County Commissioners if the proposal does not contain all information requested in Section 4, Proposal Requirements, and in the order requested.
- B. The Board of Medina County Commissioners reserves the right to reject any and all bids.

8. PERFORMANCE BONDS

The successful bidder will be required to furnish a performance bond to the District in the amount of 100% of the District Contract Price, the condition of which shall be the full and complete execution and performance of each and all terms contained in the Agreement set forth in Attachment D hereto. The entire cost of the performance bond shall be paid by the Contractor. The Contract Price of the District Performance Bond shall be the "not to exceed" amount set forth in Section 1 of Article II of Attachment D.

9. INSURANCE REQUIREMENTS

The successful bidder will, at its own expense, be required to obtain and keep in force Worker's Compensation, Employees' Liability and/or Contractor's Insurance in the amounts and pursuant to the requirements stated in Article VI, Sections 2 through 6 inclusive of the Agreement set forth in Attachment D.

10. SUBMITTAL OF PROPOSALS

Each bidder must submit one (1) original and one (1) duplicate copy of its proposal to the Board of County Commissioners no later than 1:30 p.m., Eastern Standard Time, Thursday, March 13, 2014. Bids must be delivered to 144 N. Broadway Street, Medina, Ohio 44256, and be marked **"HHW Bid Proposal"**.

11. DISTRICT CONTACT

Deborah Haumesser, Solid Waste Facility Manager
Medina County Solid Waste District
8700 Lake Road
Seville, Ohio 44723
Phone: 330-769-1273, Ext. 101
email: debhaumesser@gmail.com

Medina County Sanitary Engineers
791 W. Smith Road
P.O. Box 542
Medina, Ohio 44258
Phone: 330-723-9585

ATTACHMENT A**PRICE SHEET**

MATERIAL CATEGORY	PRICE
Oil Paint & Paint Products** (see description below)	/ lb.
Latex Paint	/ lb.
Aerosols (not including pesticide aerosols)	/ lb.
Pesticide Liquids	/ lb.
Pesticide Solids	/ lb.
Pesticide Aerosols	/ lb.
Cleaners (acids/bases/oxidizers)	/ lb.
Reactives	/ lb.
Adhesives/Roof Tar/Driveway Sealers	/ lb.
Fuels (gasoline, kerosene)	/ lb.
Automobile Products (fluids, grease)	/ lb.
Mercury	/ lb.
Helium Cylinders	/ ea.
Freon Cylinders	/ ea.
Oxygen Cylinders	/ ea.
Carbon Dioxide Cylinders	/ ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Optional Price: Fire Extinguishers	/ ea.

Items handled by the Solid Waste District include: Antifreeze, Motor Oil, Batteries (lead acid), Batteries (household), Propane Cylinders, Fluorescent Bulbs and all Electronic and Computer Equipment.

****The material category of "Paint & Paint Products" is comprised of all solvent and oil-based paint and associated surface preparation, finishing and cleaning products including, but not limited to, oil-based paint (all container sizes), solvents, paint thinner, wood stain, wood sealer, varnishes, shellac and polyurethane.**

ATTACHMENT B
ADVERTISEMENTS

**SPRING
RECYCLING COLLECTION DRIVE
May 10, 2014**

The Medina County Solid Waste District will hold its Spring
"Recycling Collection Drive" on May 10, 2014 from 8:00 A.M. until 2:00 P.M.
Residents can drop off FREE the following items

Phone Books-----Lead-Acid Batteries
Small Household Batteries-----Used Motor Oil

At These Four (4) Locations

**Brunswick Service Garage at 1238 West 130th Street
County Fairgrounds at 710 West Smith Road
Wadsworth Football Stadium Parking Lot at Grandview Avenue
Central Processing Facility (CPF) at 8700 Lake Road**

**Paint and Related Solvents - WILL NOT BE ACCEPTED
in Wadsworth or the Central Processing Facility**

**Residents may drop-off paint & paint-related solvents
FREE at only two (2) locations:
Brunswick Service Garage -- 1238 West 130th Street
and
The Medina County Fairgrounds -- 710 W. Smith Road**

Tires (no rims) can be disposed at three (3) locations on
May 10, 2014

**Brunswick Service Garage
Medina County Fairgrounds
Central Processing Facility**

Passenger Tires - \$1.25 per tire -----Tractor/Trailer Tires - \$5.00 per tire

**FALL
RECYCLING COLLECTION DRIVE
October 11, 2014**

The Medina County Solid Waste District will hold its Fall
"Recycling Collection Drive" on October 11, 2014 from 8:00 A.M. until 2:00 P.M.
Residents can drop off FREE the following items

Phone Books-----Lead-Acid Batteries
Small Household Batteries-----Used Motor Oil

At These Four (4) Locations

**Brunswick Service Garage at 1238 West 130th Street
County Fairgrounds at 710 West Smith Road
Wadsworth Football Stadium Parking Lot at Grandview Avenue
Central Processing Facility (CPF) at 8700 Lake Road**

**Paint and Related Solvents - WILL NOT BE ACCEPTED
in Wadsworth or the Central Processing Facility**

**Residents may drop-off paint & paint-related solvents
FREE at only two (2) locations:
Brunswick Service Garage -- 1238 West 130th Street
and
The Medina County Fairgrounds -- 710 W. Smith Road**

Tires (no rims) can be disposed at three (3) locations on
October 11, 2014

**Brunswick Service Garage
Medina County Fairgrounds
Central Processing Facility**

Passenger Tires - \$1.25 per tire -----Tractor/Trailer Tires - \$5.00 per tire

ATTACHMENT C**DISTRICT PROFILE**

YEAR	TOTAL COLLECTION EVENTS	TOTAL CARS	PAINT PRODUCTS COLLECTED (LBS.)	OTHER HHW COLLECTED (LBS.)	TOTAL COLLECTED (LBS.)
2004	2	1,330	147,268	2,925	150,193
2005	2	3,605	177,603	7,650	185,253
2006	2	1,565	157,437	8,108	165,545
2007	2	1,305	136,220	12,029	148,249
2008	2	1,405	179,892	10,102	189,994
2009	2	1,400	165,026	10,948	175,974
2010	2	1,705	190,609	10,870	201,479
2011	2	2,550	227,444	38,173	265,617
2012	2	2,141	178,019	36,235	214,254
2013	2	2,572	168,796	75,316	244,112
TOTALS	20	19,578	1,728,314	212,356	1,940,670
10 YEAR AVERAGE	2	1,957	172,831	21,235	194,067

REGULAR MEETING - TUESDAY, MARCH 18, 2014

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

PATRICIA G. GEISSMAN STEPHEN D. HAMBLEY ADAM FRIEDRICK

Mr. Hambley offered the following resolution and moved the adoption of same, which was duly seconded by M^{rs.} Geissman.

RESOLUTION NO. 14-0221

RESOLUTION ACCEPTING AND AWARDING THE PROPOSALS FOR THE COLLECTION, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

WHEREAS, on Thursday, March 13, 2014, sealed proposals were opened and read aloud for the Collection, Transportation, Recycling and/or Disposal of Household Hazardous Waste; and

WHEREAS, the proposals, attached as Exhibit "A", were referred to the Sanitary Engineering Department for review; and

WHEREAS, the Sanitary Engineering Department has recommended that the attached proposals be accepted as submitted; and

WHEREAS, the Sanitary Engineering Department has recommended to the Board of Medina County Commissioners that the proposal of Environmental Enterprises, Incorporated, 4650 Spring Grove Avenue, Cincinnati, Ohio 45232 is the lowest and best proposal submitted and that said proposal be awarded.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio that the proposal shown in the Summary attached as Exhibit "A" from Environmental Enterprises, Inc. be awarded.

Voting AYE thereon: Mrs. Geissman, Mr. Hambley, and Mr. Friedrich

Adopted: March 18, 2014

Prepared by: Medina County Sanitary Engineering Dept.

THE COLLECTION, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

BID OPENING Thursday, March 13, 2013

ERG ENVIRONMENTAL, Bowling Green, Ohio	
MATERIAL CATEGORY	PRICE
Oil Paint & Paint Products** (see description below)	0.75 / lb.
Latex Paint	0.75 / lb.
Aerosols (not including pesticide aerosols)	0.75 / lb.
Pesticide Liquids	0.75 / lb.
Pesticide Solids	0.75 / lb.
Pesticide Aerosols	0.75 / lb.
Cleaners (acids/bases/oxidizers)	0.75 / lb.
Reactives	0.75 / lb.
Adhesives/Roof Tar/Driveway Sealers	0.75 / lb.
Fuels (gasoline, kerosene)	0.75 / lb.
Automobile Products (fluids, grease)	0.75 / lb.
Mercury	0.75 / lb.
Helium Cylinders	5.00 / ea.
Freon Cylinders	10.00 / ea.
Oxygen Cylinders	5.00 / ea.
Carbon Dioxide Cylinders	5.00 / ea.
Other: (specify) PCB Light Ballast	0.75 / lb./ea.
Other: (specify) Medical Sharps	0.75 / lb./ea.
Other: (specify) Pharmaceuticals	0.75 / lb./ea.
Other: (specify) Asbestos	0.75 / lb./ea.
Other: (specify) Smoke Detectors	0.75 / lb./ea.
Optional Price: Fire Extinguishers	5.00 / ea.

ENVIRONMENTAL ENTERPRISES, Cincinnati, Ohio	
MATERIAL CATEGORY	PRICE
Oil Paint & Paint Products** (see description below)	0.19 / lb.
Latex Paint	0.19 / lb.
Aerosols (not including pesticide aerosols)	/ lb.
Pesticide Liquids	/ lb.
Pesticide Solids	/ lb.
Pesticide Aerosols	/ lb.
Cleaners (acids/bases/oxidizers)	/ lb.
Reactives	/ lb.
Adhesives/Roof Tar/Driveway Sealers	/ lb.
Fuels (gasoline, kerosene)	/ lb.
Automobile Products (fluids, grease)	/ lb.
Mercury	/ lb.
Helium Cylinders	/ ea.
Freon Cylinders	/ ea.
Oxygen Cylinders	/ ea.
Carbon Dioxide Cylinders	/ ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Optional Price: Fire Extinguishers	/ ea.

THE COLLECTION, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

BID OPENING
Thursday, March 13, 2013

MATERIAL CATEGORY	PRICE
Oil Paint & Paint Products** (see description below)	/ lb.
Latex Paint	/ lb.
Aerosols (not including pesticide aerosols)	/ lb.
Pesticide Liquids	/ lb.
Pesticide Solids	/ lb.
Pesticide Aerosols	/ lb.
Cleaners (acids/bases/oxidizers)	/ lb.
Reactives	/ lb.
Adhesives/Roof Tar/Driveway Sealers	/ lb.
Fuels (gasoline, kerosene)	/ lb.
Automobile Products (fluids, grease)	/ lb.
Mercury	/ lb.
Helium Cylinders	/ ea.
Freon Cylinders	/ ea.
Oxygen Cylinders	/ ea.
Carbon Dioxide Cylinders	/ ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Optional Price: Fire Extinguishers	/ ea.

MATERIAL CATEGORY	PRICE
Oil Paint & Paint Products** (see description below)	/ lb.
Latex Paint	/ lb.
Aerosols (not including pesticide aerosols)	/ lb.
Pesticide Liquids	/ lb.
Pesticide Solids	/ lb.
Pesticide Aerosols	/ lb.
Cleaners (acids/bases/oxidizers)	/ lb.
Reactives	/ lb.
Adhesives/Roof Tar/Driveway Sealers	/ lb.
Fuels (gasoline, kerosene)	/ lb.
Automobile Products (fluids, grease)	/ lb.
Mercury	/ lb.
Helium Cylinders	/ ea.
Freon Cylinders	/ ea.
Oxygen Cylinders	/ ea.
Carbon Dioxide Cylinders	/ ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Other: (specify)	/ lb./ea.
Optional Price: Fire Extinguishers	/ ea.

ATTACHMENT D

AGREEMENT

THIS AGREEMENT (Agreement) is entered into by and between the **Medina County Solid Waste District**, a political subdivision organized and existing under the laws of the State of Ohio (the District), and Environmental Enterprises, Inc., organized and existing under the laws of the State of Ohio (the Contractor), hereinafter, collectively, the Parties.

RECITALS

WHEREAS, the District has, pursuant to Sections 3734.54 and 3734.55 of the Ohio Revised Code, prepared, adopted and received approval from the Director of Environmental Protection for a solid waste management plan (the Plan), to provide adequate solid waste recycling and disposal capacity and sound solid waste management alternatives to households and businesses within the geographic boundaries of the District; and

WHEREAS, one of the strategies adopted pursuant to the Plan is to provide opportunities for management of household hazardous waste (HHW), which is made up of materials listed in Attachment C, Price Sheet (yellow), in the Request for Proposal in a manner other than disposal in a municipal solid waste landfill facility; and

WHEREAS, the District wishes to facilitate a HHW recycling and/or disposal program (the Program) wherein households are offered an opportunity to turn in HHW for proper recycling and/or disposal; and

WHEREAS, the Contractor has the necessary personnel, experience and expertise to organize and oversee all phases of collection, recycling and/or disposal of HHW for the Program.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the District and the Contractor agree by and between themselves as follows:

ARTICLE I - STATEMENT OF WORK

1. During the term of this Agreement, the Contractor shall organize and perform the services set forth in this Article I of this Agreement and further set forth in the Request for Proposals issued by the Northern Ohio HHW Disposal Cooperative and the Contractor's Proposal which are hereby made a part of this Agreement. Such services shall be performed during one (1) or more HHW Collection Events during the term of this Agreement.
2. The Contractor shall furnish the necessary trained personnel, equipment, and other services to assure the satisfactory performance of the work hereunder.
3. The Contractor agrees to assign one (1) project manager to assure the satisfactory performance of the work hereunder and to serve as the primary contact for the District.
4. The Contractor shall cooperate with the District in planning, organizing and publicizing its HHW Collection Event(s). The Contractor shall also cooperate with the District in scheduling the HHW Collection Event(s) and in selecting locations to serve as collection sites, and shall make all necessary arrangements to secure satisfactory ingress and egress to such locations for event participants.
5. The Contractor agrees to accept all materials turned in by households at the HHW Collection Event(s) except for those materials stated to be unacceptable in the Contractor's proposal and except for those materials the District desires to recycle or dispose independent of this Contract. If any of the accepted materials were not included in the price list provided in the Contractor's proposal, then the pricing for such items shall be negotiated and agreed upon between the District and the Contractor within two (2) working days of the HHW Collection Event(s) and prior to invoicing.
6. The Contractor shall provide for mobilization to and demobilization from the Collection Site, and shall assure that the Collection Site is returned to the same condition it was in prior to the Program. The Contractor will be responsible for unloading vehicles. The Contractor will be responsible for providing all packing materials, packing containers, shipping containers, and shipping vehicles. The Contractor will be responsible for sorting, maintaining inventories, packaging, storing and transporting the HHW to recycling or treatment, storage and disposal facilities. The Contractor will be responsible for site safety, preparation and security; placing berms, tarping and awnings if necessary; spill containment and cleanup if necessary; and site restoration. All HHW must be packaged and transported off-site by the end of each HHW Collection Event.
7. The Contractor shall assure that all HHW is properly classified, packaged, manifested, loaded, and segregated in accordance with United States Department of Transportation (DOT) Regulations, United States Environmental Protection Agency (U.S. EPA) Regulations, and any other federal, state, or local laws, rules, regulations, or ordinances governing the packaging, shipment, and recycling and disposal of such materials. The Contractor expressly assumes the status and obligations of a generator and a shipper for all shipments of HHW collected as part of the Program, as those terms are defined in the applicable DOT and U.S. EPA regulations.

8. The Contractor shall provide for transportation of all HHW collected during the HHW Collection Event to a designated and permitted treatment, storage and disposal facility, or a properly permitted recycling facility, as required by federal, state, and local laws and regulations. All collection, recycling and/or disposal services rendered shall be F.O.B. and prepaid to any destination.
9. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The District agrees to cooperate fully with the Contractor to minimize any safety risks during the Contractor's performance of the services provided hereunder, including, but not limited to, assuring that any employees or agents of the District present at a Collection Site use appropriate personal protective equipment, follow restricted area rules, and follow appropriate waste handling procedures, as instructed by the Contractor.
10. The Contractor may, from time to time, as it deems appropriate, communicate specific requests to the District concerning the performance of the work under this Agreement. Upon such notice, the District shall use its best efforts to fulfill such requests. These requests are for the sole purpose of performing the specific tasks necessary to ensure satisfactory completion of the work described in this Agreement, and shall not be deemed to amend or alter this agreement or any part thereof.
11. The District and the Contractor may negotiate additional contract provisions mutually agreeable to both Parties as long as such contract provisions do not affect the contract price.

ARTICLE II - CONSIDERATION

1. Upon completion of each Collection Event, the District will pay the Contractor for the sum total (actual net weight in pounds) of all materials collected according to the Attachment C, Price Sheet (yellow), in the Request for Proposal (Price Sheet). The Price Sheet sets forth the price per pound to be charged for each HHW material. In addition, the price to be charged for items accepted by the Contractor during the HHW Collection Event(s) and not included in the Price Sheet shall be negotiated and agreed upon between the District and the Contractor within two (2) working days of the HHW Collection Event(s) and itemized on the invoice. The total amount paid to the Contractor during the term of this Agreement shall not exceed **\$55,000**.
2. Within thirty (30) days following the conclusion of a HHW Collection Event, the Contractor will submit to the District an invoice for payment. The invoice shall contain:
 - a. The name of the Contractor and Federal ID number.
 - b. The invoice date.
 - c. The date(s) and location of the HHW Collection Event(s).
 - d. An itemized list of the actual pounds (net weight) of HHW collected within each itemized category, the total charges per each itemized category, and the total amount due the Contractor. The itemized invoice must conform with the price list shown on the Price Sheet.

ARTICLE II - CONSIDERATION (Continued)

- e. Copies of weight slips from a certified scale documenting the gross and tare weights for all shipments of HHW delivered to the recycling facility or the treatment, storage and disposal facility.
3. The District shall make payment to the Contractor within sixty (60) days of receipt of a properly completed invoice.

ARTICLE III - REQUIRED RECORDS

1. Any records kept on the Program by the Contractor or the District shall be kept in a manner to be readily located by the Contractor or the District. The Contractor shall maintain a complete record of each HHW Collection Event including the total number of vehicles; the total pounds of HHW collected at each Collection Site; copies of all manifests, shipping papers, shipping container device and number, waste characteristics and other information required by federal, state, or local laws and regulations; and a record of each destination facility and copies of disposal certificates, in order to fully account for all HHW from the point of collection (Source) to the point of recycling or treatment and disposal; and certificates of final treatment and/or disposal. The Contractor shall maintain the Required Records for at least five (5) years following completion of the Program, and shall notify the District prior to the destruction of any Required Records, and offer the District the opportunity to obtain copies of any such records.

ARTICLE IV - TAXES, FEES, PERMITS AND LICENSES

1. The Contractor shall pay for and maintain in current status any and all taxes which are necessary to contract performance, at no additional cost to the District.
2. The Contractor shall pay for and maintain in current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or enactment of any subsequent regulations for fees, assessments or charges and to immediately comply with changes or regulations during the entire term of this Agreement.
3. The Contractor shall secure and maintain any licenses and permits necessary for transportation of hazardous waste in Ohio and any other states through which wastes will be transported.

ARTICLE V - RESPONSIBILITIES

1. The Contractor shall become familiar with and abide by current federal laws and regulations, state statutes and rules, and local ordinances which could impact pricing or performance. The Contractor shall comply with all applicable federal and state laws and regulations and all subsequent amendments thereof including, but not limited to the following:

ARTICLE V - RESPONSIBILITIES (Continued)

- a. Ohio Solid and Hazardous Waste Management Law (ORC 3734) and Ohio Solid and Hazardous Waste Rules (OAC Chapters 3745-27 and 3745-49 through 69);
 - b. Federal Occupational Safety and Health Act of 1970 (OSHA);
 - c. Federal Resource Conservation and Recovery Act of 1976 (RCRA);
 - d. Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA);
 - e. Federal Hazardous Material Transportation Regulations (49 CFR 172);
 - f. Water Pollution Control Act (ORC 6111);
 - g. Federal Hazardous and Solid Waste Act of 1984.
2. The Contractor shall report the following, if applicable, during the contract period:
 - a. A spill incident report for each spill containing the information, required by OAC Chapter 3745-53 and 40 CFR Part 263.
 - b. Any land ban exemption notifications provided to EPA.

ARTICLE VI - PERFORMANCE BOND AND INSURANCE

1. The Contractor shall, at its own expense, furnish a performance bond in the amount of 100% of the not to exceed amount set forth in Article II, Section 1 of this Agreement, the condition of which shall be the full and complete execution and performance of each and all terms contained in this Agreement. The performance bond must be received by the District before contract services begin.
2. The Contractor shall, at its own expense, obtain and keep in force Workers' Compensation, Employees' Liability and/or Contractor's Insurance in amounts as stated below to satisfy all claims that might arise from its acts or those of its employees and agents until completion of this Agreement. Within fifteen (15) days of the effective date of this Agreement, but prior to the collection date, the Contractor shall furnish the District copies of insurance certificates evidencing that such insurance is in effect. The District reserves the right to verify the effectiveness of the Contractor's insurance while this Agreement is in effect. Failure to provide such certificates may result in cancellation of this Agreement. All required insurance except that provided under pollution liability policies shall be on an occurrence basis which ensures coverage for the period of insurance even if the claim is made after the insurance period. Umbrella liability insurance may be used to cover excess liability beyond the coverage limits of underlying insurance in order to satisfy the insurance requirements so long as the umbrella insurance has separate limits applicable to general liability and automobile liability; and, the District is additionally insured under the umbrella policy to the same extent as under the underlying insurance.

ARTICLE VI - PERFORMANCE BOND AND INSURANCE (Continued)

1. Comprehensive Public Liability:

Description	Each Occurrence	Aggregate
<u>General Liability:</u> Combined Bodily Injury and Property Damage	\$5,000,000	\$10,000,000
<u>Automobile:</u> Combined Bodily Injury and Property Damage	\$1,000,000	

2. Insurance policy(ies) shall include the following provisions:

- a. Except for worker's compensation, the District shall be additionally insured to extent of the Contractor obligation to indemnify the District.
 - b. The Contractor's policy(ies) shall be primary over any other valid and collectable insurance for those acts and omissions arising out of the HHW Collection Event(s).
 - c. A forty-five (45) calendar day written notice shall be given to the District prior to termination of or any material change to the policy(ies) as it relates to this Agreement; provided that thirty (30) calendar days written notice shall be given for given surplus line insurance cancellation; provided further that in the event of cancellation for non-payment of premiums, such notice shall not be less than ten (10) calendar days prior to such date.
3. Comprehensive Liability Insurance may be provided under separate policies and shall include Comprehensive General and Automobile Liability, Public Bodily Injury, Personal Injury and Property Damage Liability Insurance. The coverages provided shall protect against claims for personal injury; bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in connection with the performance of this service by the Contractor or any of his employees.
4. The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.
5. The Contractor shall list the property owner as additionally insured on its general and automobile liability policies. Such policies may contain a provision limiting the Contractors liability to damages approximately caused by the Contractors or any of its employees, agents or representatives.
6. The Contractor shall obtain Pollution Liability Insurance, including environment impairment liability endorsements in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate, inclusive of legal defense costs.

ARTICLE VII - RELATIONSHIP OF THE PARTIES

1. It is expressly understood that the District and the Contractor are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
2. Pursuant to the U.S. EPA and DOT regulations relating to hazardous waste, the Contractor assumes the status and obligations of a generator and shipper for all HHW collected during this Program under the terms of this Agreement. The Contractor shall be responsible for or shall require its subcontractor(s) to be responsible for filing any notifications and/or securing any permits, licenses, or other authorizations required to carry out the Program.

ARTICLE VIII - INDEMNITY AND NOTICE OF PENDING ACTIONS

1. The Contractor shall indemnify and hold harmless the District for any and all claims, damages, lawsuits, costs, judgements, expenses or any other liabilities (including attorney fees) to the extent such arise as a result of the services performed by the Contractor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.
2. Upon receipt of notice of the commencement of any action whose outcome may affect the rights, powers, obligations, or privileges granted under this Agreement, the Party receiving notice shall provide a copy of the claim, demand, or notice within three (3) business days to the other Party, who shall have the right, but not the obligation, to appear in and defend such actions at its own expense.

ARTICLE IX - CONDITIONS AND WARRANTIES

1. The Contractor warrants it has the necessary background, training, and skills to provide the District with the essential services required for performance and completion of the tasks and services set forth herein and will use its best efforts in the performance of the Statement of Work of this Agreement. Best efforts shall be defined as being efforts performed in a workmanlike manner according to the highest professional standard for the purpose intended. There will be no breach of this covenant if the Contractor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.

ARTICLE X - TERMINATION OR SUSPENSION OF PERFORMANCE

1. Both Parties may terminate this Agreement, in whole or in part, at any time and for any reason by giving a written termination notice to the other Party at least sixty (60) days prior to the date of termination.
2. Except in the case of delay or failure resulting from a Force Majeure event (as defined below), and without fault or negligence, either Party shall be entitled, upon five (5) days prior written notice, to cancel this Agreement in its entirety, for breach of any of the terms, and to have all

ARTICLE X - TERMINATION OR SUSPENSION OF PERFORMANCE (Continued)

other rights against the other Party by reason of such breach as provided by law. A breach shall mean, but not be restricted to, any one or more of the following events:

- a. Failure to make payments on properly presented invoices according to the terms set forth in Article II - Consideration.
 - b. Breach of any warranty, or failure to perform or comply with any term of this Agreement.
 - c. insolvency or any other unsound financial condition so as to endanger performance hereunder.
 - d. Failure to provide services as described in Article I - Scope of Work.
3. A Force Majeure shall mean such circumstances and events as are beyond the reasonable control of a Party, including, but not limited to: acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or unpreventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; or unforeseeable or unpreventable labor trouble, strike, lockout or injunction. During a Force Majeure event, the performance of any obligation or service due under this Agreement may be suspended, provided that notice is provided by the Party claiming Force Majeure to the other Party as soon as practicable. Such notice shall include a description of the circumstances justifying suspension of performance under this Agreement as soon as practicable. All reasonable efforts shall be made to minimize the duration of any suspension of performance.
4. Either Party may terminate this Agreement in whole or in part, at any time, by mutual agreement.

ARTICLE XI - CONTRACT CHANGES, BREACHES

1. Except as otherwise provided in Article XVI, no change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
2. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both Parties to this Agreement. Either Party may at its discretion, in event of a breach, notify the other Party of the breach and allow it a time specified to correct the breach.

ARTICLE XII - CONFLICT AND SEVERABILITY

1. In the event of conflict between this Agreement and applicable laws, regulations, or orders of any competent authority having jurisdiction, or in the event of any conflict between such applicable laws or regulations or orders, the most stringent legally binding requirement shall govern and be considered as part of this Agreement in order to afford the Parties the maximum benefits thereof.
2. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

ARTICLE XIII - ASSIGNMENT

1. Both, neither this Agreement, nor any rights, duties, or obligations described herein shall be assigned by either Party to this Agreement without the prior express written consent of the other Party.

ARTICLE XIV - CONSTRUCTION, APPLICABLE LAW, HEADINGS

1. This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the Contractor and the District hereby irrevocably consent to such jurisdiction.
2. The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

ARTICLE XV - ENTIRE AGREEMENT

1. This written Agreement; including the Recitals; the RFP and the Contractor's Proposal which are expressly made a part of this Agreement; and the statement of Work constitute the entire Agreement between the District and the Contractor, and there are no other agreements between them, oral or written.

ARTICLE XVI - COMMUNICATIONS AND NOTICES

1. The District shall communicate directly with Brian J. DePeel or in his/her absence, Dan McCabe And at their direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

ARTICLE XVI - COMMUNICATIONS AND NOTICES (Continued)

2. The Contractor shall communicate directly with **Deborah Haumesser, Solid Waste Facility Manager**, and at his/her direction, with the personnel of the District and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
3. Any notices, bills, invoices, or reports required by this Agreement shall be in writing and sent by the District and/or the Contractor by United States mail, postage paid, to the addresses listed below:

As to the Contractor: Brian J. DePeel
 Environmental Enterprises, Inc.
 4650 Spring Grove Avenue
 Cincinnati, Ohio 45232
 (800) 850-3587

As to the District: **Medina County Solid Waste District**
 791 W. Smith Road
 P.O. Box 542
 Medina, Ohio 44258

4. Either Party may change the names and addresses specified in this Article by written notice to the other Party, and without such change constituting a modification of this Agreement.

ARTICLE XVII - EFFECTIVE DATE, EXPIRATION DATE, AND COLLECTION DAYS

1. This Agreement shall take effect at 12:01 a.m. Eastern Standard Time upon the date last signed below and expires at 11:59 p.m. Eastern Standard Time, December 31, 2014.

The District shall have the option to renew this Agreement for two (2) consecutive one (1) year terms ending at 11:59 p.m. on December 31, 2015 and 11:59 p.m. on December 31, 2016, respectively, by mailing written notice to the Contractor of its determination to renew on or before December 20, 2014 and December 20, 2015 respectively.

2. The HHW Collection Event(s) may occur at any time during the term of this Agreement. The Parties plan to conduct their Event(s) on Saturday, May 10, 2014 and Saturday, October 11, 2014.

IN WITNESS WHEREOF, the **District** and the **Contractor** acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.



Contractor Brian J. DePeel



Witness Jeffrey Tucker

Title Director, LabPack Services Division

Date March 25, 2014



Solid Waste District

4/1/14

Date



Witness



President, Board of Medina County Commissioners

4-8-14

Date

Audit Search

Search Results

Entity Name or Report Title
environmental enterprises, inc.

Your search returned 0 records

* Denotes Findings for Recovery

[Back to Search](#)

<u>Entity Name</u>	<u>County</u>	<u>Report Type</u>	<u>Entity Type</u>	<u>Report Period</u>	<u>Release Date</u>
Back to Search					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phelan Insurance Agency, Inc. 863 East Main Street PO Box 1 Versailles OH 45380		CONTACT NAME: Lorri Wilson PHONE (A/C, No, Ext): (937) 526-3111 FAX (A/C, No): (937) 526-5178 E-MAIL ADDRESS: lorri_wilson@phelanins.com	
INSURED Environmental Enterprises, Inc. Midwest Environmental Transport, Inc. Expressway Commerce Co., Inc. 10163 Cincinnati-Dayton Pike Cincinnati OH 45241		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines INSURER B: Ace Property & Casualty INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10172 20699	

COVERAGES

CERTIFICATE NUMBER: 14-15 GL/Auto/Excess/CPL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		G24199770 004	4/1/2014	4/1/2015	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X		H0845310A	4/1/2014	4/1/2015	BODILY INJURY (Per accident) \$
		X					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X					EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	DED <input type="checkbox"/> RETENTION \$			G24199885 004	4/1/2014	4/1/2015	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
				G24199770 004	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
				Employers Liability			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor Pollution			G24199770 004	4/1/2014	4/1/2015	Contr Pollution \$1,000,000
A	Professional Liability			G24199770 004	4/1/2014	4/1/2015	Professional Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Medina County Solid Waste District
791 West Smith Road
Medina, OH 44256

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Grow/SARA