

-LEGAL AD NOTICE-

Notice is hereby given that sealed bids will be received by the Planning and Development's Sustainability and Recycling Program and Finance & Government Operations Committees of the Madison County Board for **HOUSEHOLD HAZARDOUS WASTE COLLECTION**.

Specifications, instruction to bidders, bid form and all data necessary to submit a sealed bid may be obtained from the Administrative Services Department, Madison County Administration Building, 157 N. Main St., Suite 154, Edwardsville, IL.

SEALED BIDS will be accepted at the Madison County Administration Administrative Services Department, 157 N. Main St., Suite 154, Edwardsville, IL no later than **1:30 Monday, April 16, 2018**. Sealed bids will be publicly opened and read aloud at **2:15 P.M.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

The right is reserved to reject any or all bids.

Madison County is an "Equal Opportunity Employer".

By Order of the
Madison County Board
Kurt Prenzler, Chairman
Linda Ogden, Purchasing Director
Phone: (618) 692-7040 Ext. 4219

Request for Sealed Bids For
**HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
FOR MADISON COUNTY, FY 2018**

**RFP RELEASED: MARCH 29 2018
PROPOSALS DUE BY: APRIL 16, 2018 1:00 P.M.**

1. Intent

It is the intent of Madison County Planning & Development Department, Illinois (“the County”) to consider proposals from qualified firms to operate mobile household hazardous waste (HHW) collection events serving the residents of Madison County. Each HHW collection event will be held on a Saturday. The location and date of the collection events will be determined approximately three months prior to each event. The collection hours may vary but are anticipated to be Saturday, 8 AM – 3 PM, not including setup/tear down time. Setup shall occur Friday before each collection event.

2. Scope of Work

This contract shall include, but not be limited to, all labor, equipment and materials to plan, manage and operate mobile collection events to collect, classify, pack, store, transport, and dispose of household hazardous wastes. All materials collected in accordance with the terms of the collection contract shall be removed from the site the day of each event. Provided adequate funding is available, the County anticipates holding up to three collection events per year for the length of the contract (one year, plus optional extension). Each event will likely be a “full” collection, targeting a wide array of HHW materials.

3. Award

The proposals received shall be evaluated by Madison County staff. The contract will be awarded to the Contractor whose proposal scores the highest based upon the following criteria:

- Proposal Content – Responsiveness to RFP (10 points)
- Service Abilities - Exhibit abilities and limitations (5 points)
- Technical Requirements of Specifications - Indicate a plan to successfully provide the services required. This should include a description of your operation of a mobile HHW collection event (30 points)
- Availability and Mobilization Location Point (10 points)
- Liability Protection, Certificate of Insurance & Hold Harmless (5 points)
- Financial Responsibility & Compliance History of Contractor (10 points)
- Disposal Costs - per container size (15 points)
- Mobilization Costs - per collection event (10 points)
- References - Exhibit the experience to perform in accordance with the specifications (5 points)

The County reserves the right to award contracts to one or more Contractor. In addition, the County reserves the right to enter into two or more contracts with a single Contractor.

The County reserves the right not to award a contract to any Contractor or to award a contract for less or more work than is not outlined in this RFP. The County reserves the right to reject any and all proposals. No Contractor shall derive any right or expectancy from the submission of a proposal under this RFP.

The County reserves the exclusive right to require the Contractor to participate in periods of further good faith negotiation or renegotiations of contract terms during the initial, or any subsequent, contract term, to address unforeseen conditions or substantial changes in circumstances which may arise during contract implementation, or for such other reasons as the County may determine are appropriate.

4. Permits, Fees and Governmental Restrictions

The Contractor shall comply with all federal, state and local laws with respect to all aspects of the mobile HHW collection program. The Contractor shall secure all statutory and regulatory authorizations, permits, approvals, licenses, and insurance necessary to provide the mobile HHW collection services described herein, including, but not limited to, licensed waste transporter permits, disposal authorizations, and state and federal identification numbers per site location (if required).

5. Insurance Requirement & Hold Harmless Agreement

Contractor is required to provide, with the bid, certificates of insurance naming Madison County as additional insured for \$1,000,000.00. Madison County will also require a Hold Harmless Agreement when bid is awarded.

6. Ineligible Participants

HHW collected at the mobile events must be residentially generated. The County may instruct the Contractor to accept small quantities of material from governmental or institutional establishments, with prior notification to the Contractor. The Contractor shall reject all wastes delivered to the mobile collection site from commercial or industrial establishments unless otherwise directed by the County representative in charge.

7. Waste Management Method Specifications

The County urges that, whenever technically and financially feasible, the collected wastes be recycled for reuse, or chemically, physically and/or biologically treated so as to render the wastes non-hazardous. It is the County's desire to reuse, recycle, process, treat, minimize and consolidate as much waste as is possible prior to shipment for final disposal. Direct material reuse, recycling, beneficial reuse (energy recovery) and treatment are preferred methods of HHW management.

Disposal of wastes by landfilling will only be considered acceptable for certain waste types that do not have reasonably priced alternate disposal options. It shall be the Contractor's responsibility to notify the County whenever non-landfill disposal methods are unavailable for a particular waste that was to be otherwise managed, and to further submit documentation of unavailability to the County at the time of billing. The County may, in its sole discretion, refuse

to make payment for the landfill disposal of any specific quantity of waste which was supposed to be recycled, treated, or incinerated unless the County has received written documentation of the refusal of recycling, treatment, and incineration facilities to accept that waste.

Under no circumstances should any of the following wastes be landfilled: pentachlorophenol, sylvex, 2,4,5-trichlorophenoxyacetic acid, 2,4,5-trichlorophenoxypropionic acid, and their derivatives and salts.

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

8. Site Provision

Madison County will identify and schedule all sites for each mobile collection event. Contractor will be consulted to assist in the final site selection. The County shall make the final determination on site locations and shall be responsible for any rental fees associated with the use of any site. All sites shall be available to the Contractor for setup the afternoon prior to any collection event. County expects much of the setup prior to each event will occur on the Friday afternoon before each event, as to minimize delays on collection day. The need for security overnight Friday is not anticipated, but would be the responsibility of the Contractor if needed.

9. Site Safety Plan

The Contractor shall prepare and submit a complete Site Safety Plan and work with the County on a traffic control plan for each collection event (see a site safety plan example in Attachment J). The County may provide copies of these plans to local public safety agencies prior to each event in case an emergency arises. Contractor agrees to answer questions posed by public safety agencies that would be involved in an emergency response. The Site Safety Plan must be submitted to the County fourteen (14) days before each event.

10. Provision of Equipment and Supplies

Contractor shall provide all equipment and supplies necessary to carry out the collection events including, but not limited to, personal protective equipment, emergency gear, forklift, signs, drums and other packing materials, emergency eyewash, and decontamination material. Tents are required for all events. Contractor may be required, if needed, to provide lighting if it is not available on-site. County shall provide toilet facilities or a portable toilet and hand wash station for all workers on-site.

11. Generator Status Assumed by Contractor

The Contractor shall assume generator status for all waste materials collected. The Contractor is solely responsible for the collection, packing, transportation, storage, treatment and/or disposal of

all waste material in strict compliance with applicable laws and regulations, and the terms and conditions of the County's contract.

12. Manifest Preparation and Waste Tracking Requirements and Reporting

The Contractor shall manifest collected materials to satisfy requirements of Illinois EPA, U.S. Department of Transportation, USEPA and the permitted facilities receiving the waste. The Contractor shall sign all manifests, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading will be used when appropriate. Contractor shall review all manifests and bills of lading with the County's representative on-site at each event. The Contractor is required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and destruction to the County.

13. Submittals

Proposers shall submit the following in response to this RFP:

- a. General Information Sheet (Attachment A)
- b. References (Attachment B)
- c. Contractor Qualification Sheet (Attachment C)
- d. Unacceptable Wastes & Waste Handling Procedures (Attachment D)
- e. Disposal Cost Worksheet (Attachment F)
- f. Statement of Assurance - Recycling, Treatment and Disposal Facilities (Attachment G)
- g. Mobilization Cost Sheet (Attachment H)
- h. Available Dates & Mobilization Location (Attachment I)
- i. Bid Form (Attachment K)
- j. Company Information (including Financial, Liability & Insurance Information, Compliance History, Description of Mobile HHW Operations, Demonstration of Capabilities & Limitations)

Submit completed proposal and bids on or before **1:30 p.m. on Monday, April 16, 2018**. Sealed bids will be publicly opened and read aloud at **2:15 p.m.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

Sealed proposals and bids must be submitted in an envelope clearly marked "HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM FOR MADISON COUNTY, FY 2018" and all questions directed to:

Linda Ogden
c/o Madison County Administration Administrative Services Department
157 N. Main St., STE 154
Edwardsville, IL 62025
(618) 296-4219

The right is reserved to reject any or all bids.

14. Proposal Prices

Each Contractor shall submit proposals on the appropriate forms for site mobilization costs and disposal costs.

- Mobilization Costs: The Contractor shall submit a base mobilization price for the full collection. Full collections will target a wide array of HHW materials. Based upon past experience, a full collection is anticipated to have participation of 600 vehicles. A base mobilization price for a full collection event shall be submitted assuming 600 vehicles, and an incremental price shall also be submitted for additional mobilization costs for each 100 vehicles beyond 600 (up to maximum of 1,000 vehicles).

The specific materials collected at a collection event may vary, but shall be agreed upon by the County and the Contractor in advance of each event. Contractor shall be willing and able to negotiate with the County adjustments to the collection mobilization price prior to each event, based upon the materials to be collected.

Minimizing wait times for event participants is of great importance to Madison County. Based on past experience, we would expect a crew of 16 to 20 personnel on site for a 600 vehicle event to ensure that wait times are kept at or below the desired time of 30 minutes. Please keep this target in mind when pricing mobilization. State and County staff will handle traffic control.

The County shall confirm with the Contractor the anticipated number of expected vehicles one (1) month prior to each Collection Event. This estimate will be based upon location, advertising, and previous experience. Any Contractor costs associated with lodging, feeding, etc. of its employees for the event should be included in mobilization costs.

- Disposal Costs: The County shall pay Contractor disposal costs for wastes accepted at each Collection Event as provided by the Disposal Cost Sheet. Contractor shall provide sufficient documentation regarding the recycling, treatment, and or destruction of acceptable wastes from each collection event to enable the County to authenticate the Disposal Fees claimed pursuant to this Section. Such documentation may include manifests, weight tickets, Certificates of Tracking, Recycling, Destruction, Disposal and other documentation recognized by applicable regulatory authorities. Disposal costs shall include all costs for supplies, containers, packing materials, transportation, etc. The County reserves the right to verify proper disposal.

15. Estimated Quantity

The quantities indicated (Attachment E) are estimates of the amount of waste anticipated to be received during each collection event. These estimates are provided for informational purposes only and the County does not guarantee any specific amount and shall not be held responsible for any deviation. In any event, the Contractor shall cover and satisfy the County's requirements whether more or less than the estimated amount is realized.

16. Invoicing

- a. Contractor shall submit one (1) invoice per collection event for Mobilization Costs and Disposal Costs to the Madison County Planning & Development Department address provided in Sect. 14.3 of the proposed service agreement within thirty (30) days of each collection event.
- b. Invoices must include waste description (waste material and container type and size), number of containers, unit price, extended price, and method of disposal for each waste stream, as well as mobilization costs.

17. Payments

- a. Billing for each category (mobilization and disposal) must match the amount indicated in Contractor’s proposal. Any deviation from the proposed price must have prior authorization from the County.
- b. Payments due to Contractor pursuant to this Section shall be made within sixty (60) days after receipt by the County without the addition of late fees.

18. Taxes

Madison County is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax and Federal Excise Tax. The Contractor shall pay workers compensation, unemployment, FICA and all other taxes imposed by Local, City, State and Federal Governments.

19. Additional Information

For additional information about this RFP, contact Linda Ogden, Madison County Administrative Services Department, Ph: 618.296.4219, email: lkogden@co.madison.il.us. Any and all changes to these specifications are valid only if they are included by written Addendum to all known interested proposers.

Schedule of Events

The County proposes the following schedule, which is subject to change, for actions taken under this proposal solicitation:

<u>ACTION</u>	<u>DATE</u>
County Issues RFP	March 29, 2018
Proposal Submittal Deadline	April 16, 2018 1:30 P.M.
Sealed bids publicly opened and read aloud in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.	April 16, 2018 2:15 P.M.
Madison County Planning & Development Staff evaluates proposals & recommends Contractor(s)/ To Madison County Planning & Development and Grants Committees and County Board for Approval	May, 2018

**ATTACHMENT A
GENERAL INFORMATION SHEET**

AUTHORIZED REPRESENTATIVE(S):

Name: _____ Phone # _____

Name: _____ Phone # _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

In submitting this proposal, it is understood that Madison County reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informality in any proposal.

BUSINESS ORGANIZATION: (check one only)

- Sole Proprietor: An individual whose signature is affixed to this proposal.
- Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.
- Corporation: State of incorporation: _____
- Non-profit Corporation
- 501(c)(3) U.S. Internal Revenue Code organization

By signing this proposal document, the proposer hereby certifies that it is not barred from entering into a Service Agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Business Name: _____

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

ATTACHMENT B
REFERENCES

(ATTACH ADDITIONAL PAGES AS NEEDED)

List below other governmental organizations (particularly in Illinois or the Midwest) for which these or other similar services have been provided:

Organization Name:

Address:

City, State, Zip:

Telephone Number:

Contact Person:

Dates of Service:

Organization Name:

Address:

City, State, Zip:

Telephone Number:

Contact Person:

Dates of Service:

Organization Name:

Address:

City, State, Zip:

Telephone Number:

Contact Person:

Dates of Service:

Organization Name:

Address:

City, State, Zip:

Telephone Number:

Contact Person:

Dates of Service:

ATTACHMENT D
UNACCEPTABLE WASTES & WASTE HANDLING PROCEDURES
(ATTACH ADDITIONAL PAGES AS NEEDED)

Please indicate on Attachment F, Disposal Cost Worksheet, if any of the listed wastes are unacceptable. Also, please list any additional waste types that will be acceptable, beyond the ones listed.

Madison County does not intend to accept the following materials at its collection events: smoke detectors, radioactive materials, fireworks, ammunition, propane tanks and gas cylinders (any size), sharps, fire extinguishers, vehicle (lead-acid) batteries, explosives, and medical waste.

On this sheet please provide a comprehensive list of items, that might commonly be thought of as “HHW”, that would be *unacceptable* at the collection events.

Unacceptable wastes:

ATTACHMENT D - *CONTINUED*
UNACCEPTABLE WASTES & WASTE HANDLING PROCEDURES

Please describe (or attach) your procedures for handling unknown materials brought to collection events.

Please describe how you will handle paint materials (non-aerosol) at the collection events. (Such as collecting in roll-off containers or cubic yard boxes and bulking at your facility, bulking on-site at the event, etc.)

Does your company plan to use contracted (non-employee) staff for events in Madison County? If so, please detail how you select contracted staff, what their roles will be, how many you will use, and what kind of training they will have.

ATTACHMENT E
ESTIMATED TOTAL WASTES FOR FULL COLLECTION EVENT

Waste Type	#	Amount/Container Size
Acids in consumer packaging	3	55 gallon drum
Aerosol Paints	3	cubic yard box
Aerosol Poisons	5	55 gallon drum
Antifreeze	200	gallons
Asbestos	1	5 gallon pail
Bases in consumer packaging	4	55 gallon drum
Batteries - Alkaline	2	30 gallon drum
Batteries – Lithium	1	5 gallon pail
Batteries – Ni-Cd	1	5 gallon pail
Batteries – Lead Acid	1	30 gallon drum
Flammable Liquids/Solvents Bulked	11	55 gallon drum
Flammable Liquids, Adhesives & Sealers in consumer packaging	17	cubic yard box
Fluorescent Lamps	2000	ft.
Fluorescent Lamps – HID & CFL	50	bulbs
Mercury	1	5 gallon pail
Waste Oil	22	55 gallon drum
Oxidizers	3	55 gallon drum
Paint - Latex	35	55 gallon drum
Paint - Oil-Based	20	55 gallon drum
Poisons in consumer packaging	2	cubic yard box
Poisons in consumer packaging	1	55 gallon drum

**Estimates are based upon previous collection data from Madison County.
Not all possible waste categories represented.*

**ATTACHMENT F
DISPOSAL COST WORKSHEET**

Each vendor wishing to submit a proposal should contact Linda Ogden at 618-296-4219, lkogden@co.madison.il.us to obtain an electronic copy of Attachment F - Disposal Cost Worksheet.

All proposers are required to include a hard copy of the completed form with the bid submission.

**ATTACHMENT H
MOBILIZATION COST SHEET**

Mobilization Costs: <u>Full</u> Collection Event	Unit Price
Include all labor, material, and equipment necessary to plan, manage, and operate a Full HHW mobile Collection Event based on an estimated participation of 600 vehicles.	
	# of event employees proposed:
Include all labor, material, and equipment necessary to successfully handle each additional anticipated 100 vehicles for a Full HHW mobile Collection Event. (Maximum anticipated participation 1,000 vehicles).	

- Refer to Section 13 Proposal Prices of the RFP for instructions and details on pricing for mobilization.
- Any and all exceptions to these specifications must be clearly and completely indicated on the proposal sheet.
- Attach additional sheets as necessary.

ATTACHMENT I
AVAILABILITY & MOBILIZATION LOCATION
(ATTACH ADDITIONAL PAGES AS NEEDED)

Madison County anticipates holding up to three one-day collection events per year, with the first to occur around June and the second and third to occur in September/October/November.

List any Friday & Saturday dates your company is not available in June and September-November 2018: *(Updated list of unavailable dates will be confirmed with the successful Contractor at a later date).*

To reduce the chance of equipment failures and other unforeseen problems that may arise out of travel, Madison County prefers that mobilization occur from a location within 150 highway miles of the County's boundaries. Proposals that include a primary mobilization location outside of that radius will only be eligible for a maximum of 7 (out of a possible 10) evaluation points in the Availability and Mobilization Location category. The primary mobilization point shall be defined as the location from which most staff and equipment are mobilized. In regard to mobilization of contracted (non-employee) staff, if more than one mobilization location is proposed, your company's nearest mobilization point to each contracted employee's residence shall be considered their mobilization point. From what location(s) will your company mobilize staff and equipment for events in Madison County? If listing more than one location, please describe what staff and equipment will be mobilized from each location.

ATTACHMENT J
EXAMPLE SITE SAFETY PLAN

INTRODUCTION

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

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

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

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

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

[A] Key Personnel

Project Manager/Safety Officer: _____

Alternate: _____

[B] Employee Education and Training

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

- ◆ General Safety Rules
- ◆ Basics of Chemistry
- ◆ Basics of Toxicology/Physiology
- ◆ Hazardous Materials (types/characteristics)
- ◆ Hazard Communication Information
- ◆ Respiratory Protection
- ◆ Respirator Training
- ◆ Chemical Protective Clothing
- ◆ Decontamination Procedures/Personal Hygiene
- ◆ Fire Prevention/Protection
- ◆ First Aid/CPR
- ◆ Confined Space Work/Safety
- ◆ Atmospheric Testing/Sampling Procedures
- ◆ Emergency Response Procedures
- ◆ Electrical Hazard
- ◆ Federal and State Regulations

[C] Personal Protective Equipment

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

- ◆ Tyvek* Disposable Coveralls
- ◆ Steel-toe Chemical Resistant Boots
- ◆ Goggles
- ◆ Latex (or equivalent) Gloves - inner
- ◆ Chemical Resistant Gloves - outer

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

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

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

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

[D] Medical Surveillance

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

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

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

[E] Air Monitoring

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

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

CLEAN-UP

Equipment contaminated with hazardous waste will be decontaminated on-site and all de-con materials managed to prevent release.

[F] Site Control

Physical access into the site shall be along _____

_____.

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

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

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

[G] Personal Decontamination

LEVEL D (Modified)

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

LEVEL B

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

[H] Standard Operating Procedures

A. Personal Precautions

- ◆ Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited in any area designated contaminated.

- ◆ Hands and face must be thoroughly washed upon leaving the work area.

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

B. Operations

- ◆ All personnel going on-site must be adequately trained and thoroughly briefed on anticipated hazards, equipment to be worn, safety practices to be followed, emergency procedures, and communications.
- ◆ Any required personnel going into areas designated for wearing protective equipment must wear the appropriate level of equipment.
- ◆ Personnel on-site must use the buddy system when wearing respiratory protective equipment. As a minimum, a third person, suitably equipped as a safety backup, is required during extremely hazardous situations.
- ◆ During operations, on-site workers act as safety backup to each other. Off-site personnel provide emergency assistance.
- ◆ Personnel should practice unfamiliar operations prior to doing the actual procedure.
- ◆ Entrance and exit locations must be designated and emergency escape routes delineated. Warning signals for site evacuation must be established.
- ◆ Communications using radios, hand signals, signs, or other means must be established before mobilization. Emergency communications should be prearranged in case of radio failure, necessity for evacuation of site, or other reasons.
- ◆ Wind indicators visible to all personnel should be strategically located throughout the site.
- ◆ Personnel and equipment in the contaminated area should be minimized, consistent with effective site operations.
- ◆ Work areas for various operational activities must be established.
- ◆ Procedures for leaving a contaminated area must be planned and implemented prior to going on-site. Work areas and decontamination procedures must be established based on expected site conditions.

[I] Contingency Plan

The hazard that is most likely to happen is an accidental spill of material. Although all precautions will be taken to prevent breakage of household chemical containers, the Contractor must be prepared as this type of accident is the most likely incident to occur. In order to prevent as many spill opportunities as possible plastic bins will be utilized at the collection tables and the sorting tables.

INFORMATION

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

Site Emergency Procedures:

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

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

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

EXAMPLE

Local Emergency Communications

	<u>Address</u>	<u>Phone</u>
Ambulance		
Hospital		
Poison Information		
Fire		
Police		
Sheriff		

Since the sites have not yet been designated, a hand drawn map with driving directions to the nearest hospital should be added at this point.

RESTRICTED ACCESS AREAS

Entry to the active areas of the collection site will be limited to Contractor and qualified County personnel only. These areas will be roped off with yellow barricade tape. Printed on the tape will be the warning: "Caution Hazardous Waste".

EVACUATION PROCEDURES

In case of a spill, the Site Safety Officer will evaluate the situation and evacuate the site if deemed necessary. A continuous blast of an air horn will signal evacuation of the site.

The following plan will be implemented in case of an evacuation:

1. Owners of vehicles will be ordered to turn off their ignition and leave the site.
2. A windsock will indicate wind direction. Evacuees will be instructed to leave the area and congregate at either of two pre-determined areas. The Contractor's Site Safety Officer to deem which area is the meeting point.
3. The Contractor will rely on local law enforcement to limit access into the collection site in case of an emergency.
4. The Contractor will signal an "all clear" once the emergency is under control and the site can reopen. (All clear will be signified by short blasts in succession of the air horn).

FLAMMABLE CONDITIONS

In the event that flammable vapors exceed 10% of the lower explosion limit or strong odors are detected, the following actions should be taken:

- Eliminate all ignition sources, no smoking, cutoff electric switches away from odors. Do not turn on/off electric switches if strong odors present unless the switch is intrinsically safe. Do not allow cars to operate or travel.
- Remove personnel away from odors and structures.
- Call: in the listed sequence
 - 1) Fire Department or if unknown call County sheriff
 - 2) Illinois EPA 217/782-3637
 - 3) Illinois EMA 800/782-7860

Provide answering personnel with the call back number(s), locations, directions, and situation assessment.

RESPONSE EQUIPMENT AND MATERIALS

List of Emergency Equipment:

- Self-Contained Breathing Apparatus
- First Aid Kits
- Portable Radio Phone (when appropriate)
- Five Minute Escape Bottles
- Spill Response Equipment
- Bull Horn
- Non-sparking Shovel and Broom
- Drum Patching Kit
- Portable Eyewash
- Fire Extinguishers
- Air Horn
- Wind Sock

List of Cleanup Materials:

- Drum for Spill Containment
- Absorbents (e.g. corn cob and calcium bentonite)
- Neutralization: Caustic Spills (e.g. citric acid)
- Neutralization: Acid Spills (e.g. sodium bicarbonate)
- Mercury Spills (e.g. calcium polysulfide/sulfur/vacuum pumps)
- Phosphate Buffer Eye and Skin Wash

INJURIES

All Contractor personnel should be certified for CPR and First Aid and all vehicles have first aid stations. Contractor personnel will give primary first aid, but will depend on local hospitals for medical care for injuries and toxicological problems.

FIRST AID MEASURES

In the event, that personnel exposure symptoms occur the following procedures will be used:

1. Solvents/Paints

Eye contact: Flush eye immediately with copious amount of water, repeat until irritation is eliminated. If prolonged irritation occurs for more than 15 minutes, seek medical attention.

Skin contact: Wash exposed area with soap and water. If dermatitis or severe reddening occurs, seek medical attention.

Ingestion: Do not induce vomiting, seek immediate medical attention.

2. Cyanide

Eye contact: Flush eye immediately with copious amount of water, repeat until irritation is eliminated. If prolonged irritation occurs for more than 15 minutes, seek medical attention.

Skin contact: Wash exposed area with soap and water. If dermatitis or severe reddening occurs, seek medical attention.

Inhalation: Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR measures if breathing stops.

Ingestion: Provide water, promote vomiting, call ambulance, advise use of amyl nitrite pearls.

3. Sodium Hydroxide/Caustics

Eye contact: Flush eye immediately and continue flushing, call ambulance and seek needed attention.

Skin contact: Flush with water immediately and continuous flush. Burn symptoms not immediately present. Seek immediate medical attention.

Inhalation: Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR if breathing stops.

Ingestion: Provide water, do not promote vomiting, call ambulance.

4. Sulfuric Acid/Acids

Eye contact: Flush eye immediately and continue flushing, call ambulance and seek needed attention.

Skin contact: Flush with water immediately and continuous flush, burn symptoms not immediately present. Seek immediate medical attention.

Inhalation: Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR measures if breathing stops.

Ingestion: Provide water, do not promote vomiting, call ambulance.

5. Pesticides

Eye contact: Flush eyes immediately with copious amount of water, repeat until irritation is eliminated. Seek medical attention.

Skin contact: Wash exposed area with soap and water. Seek medical attention.

Inhalation: Remove person into fresh air. Seek medical attention.

Ingestion: Seek immediate medical attention.

ATTACHMENT K
Bid Form

March 18

To: Madison County Board
157 N. Main St., STE 154
Edwardsville, IL 62025-1963

Project: Household Hazardous Waste
Collection Program for
Madison County, FY 2018

I have received the necessary documents dated _____ for the above titled project and have included the provisions contained therein my bid.

I have examined the sites and all bidding documents and hereby submits the following bid.

In submitting this bid I agree:

- A. To accept the provisions of the specifications and instructions to bidders;
- B. To hold my bid open for a period of sixty (60) calendar days following the bid opening date;
- C. To accomplish the work in accordance with the contract documents;
- D. To enter into and execute a contract, if awarded, on the basis of this bid and to furnish insurance and hold harmless in accordance with the provisions and requirements of the specifications and instructions to bidders;
- E. To furnish all labor, materials, and equipment as called for in the specifications
- F. To provide a "Statement of Assurance" that all materials collected are delivered to listed facilities for recycling, treatment, storage and disposal.
- G. To provide Statement of Insurance naming Madison County Government as additional insured.

ATTACHMENT L

EXAMPLE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES (hereinafter referred to as “Agreement”) made and entered into as of this ____ day of _____, 2018, is by and between Madison County Planning & Development Department referred to as “COUNTY”) and _____ (hereinafter referred to as “CONTRACTOR”).

ARTICLE 1.0 DEFINITIONS

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

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

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

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

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

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

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

“Collection Day” means a day or any portion thereof during which CONTRACTOR conducts an HHW collection operation at the direction of the COUNTY.

“Collection Event” means an HHW collection operation of one day in duration conducted by the CONTRACTOR at the direction of the COUNTY.

“Collection Event Site” means a location secured by the COUNTY to be used by the CONTRACTOR to conduct an HHW collection operation.

“County Site Manager” means the delegated representative of the Jackson County Health Department.

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

“DOT” means the United States Department of Transportation.

“Eligible Participants” means residents of Jackson County bringing residentially generated waste materials to a collection event. Individuals attempting to deliver commercial, institutional, or other non-residential wastes are not Eligible Participants.

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

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

“HHW” means household hazardous waste.

”Host Community” means a municipality, township or other public entity providing a site for an HHW collection event. “Host Entity” means a business, person or other private entity providing a site for an HHW collection event.

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

“Operations Manager” means the individual employee of the CONTRACTOR responsible for the overall management and operation of a Collection Event. The Operations Manager shall have sufficient authority and discretion to make field decisions and commitments on behalf of CONTRACTOR.

“Profile Sheet” means a standard CONTRACTOR Generator’s Waste Profile Sheet executed by COUNTY or Generator (as defined in 40 CFR 260.10).

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

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

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

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

“Site Tear-Down” means any loading, disassembly, or other preparation work required at the completion of a Collection event to ready CONTRACTOR’S personnel and equipment for Demobilization.

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

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

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

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

ARTICLE 2.0 SCOPE OF AGREEMENT

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

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

- (a) Identification and procurement of suitable locations for HHW collection events.

- (b) Coordination of communications between the CONTRACTOR and the Host Communities and Entities.
- (c) Coordination of multiple contractors. This may include contractors that recycle only certain items, such as lead-acid batteries.
- (d) Publication of the times, dates and locations of the collection events. The COUNTY shall also make a reasonable effort to educate Eligible Participants regarding acceptable HHW materials.
- (e) Providing directional signage outside of the collection site and signage placement on the day of the event.
- (f) Traffic control, including queuing and staging of vehicles of Eligible Participants outside and inside the Collection Event Site, before they reach the unloading area.
- (g) Providing staff or volunteers to take survey data, direct traffic, and distribute educational materials.

Section 2.3 General Contractor Responsibilities. CONTRACTOR shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

- (a) Providing all management, supervision, personnel, tools, materials, equipment, services, and supplies necessary to mobilize set-up, operate, maintain, and demobilize the HHW collection program in accordance with the terms and provisions of this Agreement.
- (b) Packaging, loading and safely transporting all HHW accumulated during the HHW Collection Events from the host location to an appropriate treatment, storage and disposal facility in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- (c) Storing, recycling, treating and or disposing of all HHW from the Collection events in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- (d) CONTRACTOR shall provide signage inside the collection site area as required for traffic control, limiting access to restricted areas, and any other signage for efficient operation of the Collection site.
- (e) Preparing and submitting all reports, invoices, and other documentation required for the fulfillment of the CONTRACTOR'S responsibilities under this Agreement.

ARTICLE 3.0
TERM OF AGREEMENT

Section 3.1 **Term of this Agreement.** The term of this Agreement shall be for three (3) years from the date of execution. A one (1) year extension may be granted if deemed acceptable to both the CONTRACTOR and the COUNTY.

ARTICLE 4.0
HHW COLLECTION EVENTS

Section 4.1 **Planning of Collection Events.**

- (a) The CONTRACTOR shall provide input regarding the calendar dates and times for the scheduling of Collection Events, however, the COUNTY shall have ultimate discretion over the dates, times, duration, and collection sites.
- (b) The COUNTY shall make available to CONTRACTOR all information it has regarding the waste materials to be collected and the surface conditions of the Collection Event Site. The COUNTY'S responsibility to promptly disclose information pursuant to this Section shall be on-going.
- (c) The CONTRACTOR shall assist the COUNTY in identifying potential Host Communities or Host Entities, if requested. The CONTRACTOR shall provide specific criteria for the evaluation of potential Collection Event Sites. The CONTRACTOR and the COUNTY shall jointly review and approve Collection Event Sites. Joint review of potential Collection Event Sites shall include a walkthrough by representatives of the CONTRACTOR and the COUNTY at least sixty (60) days before the Collection Event.
- (d) The CONTRACTOR shall provide adequate staffing, equipment, and supplies for each scheduled Collection Event. CONTRACTOR shall consider the commitments of this Agreement when undertaking other projects that may jeopardize the CONTRACTOR'S ability to commit personnel, equipment, and supplies to scheduled Collection Events.
- (e) The CONTRACTOR shall prepare customized Collection Event Plans for each Collection Event. Collection Event Plans will include site-specific maps, a site-specific Site Safety Plan, proposed CONTRACTOR staffing levels (based upon COUNTY's estimated participation), and an event-specific detailed equipment listing. The Collection Event Plan will also describe and provide a timetable for mobilization, Site Set-Up, Site Tear Down and de-mobilization. COUNTY and CONTRACTOR shall mutually agree upon all timetables set forth in the Collection Event Plan. Site-specific maps will include a traffic flow pattern

diagram, a Collection Site layout diagram, and maps required to illustrate the Site Safety Plans. The site layout plan shall provide for a contamination reduction zone separating the Waste Receipt Area from the Segregation and Packaging Area. To the degree applicable, any provision in a Collection Site Plan that conflicts with this Agreement, this Agreement shall control. Site Safety Plans shall contain information equivalent to the example provided in Attachment J of the RFP.

- (f) The CONTRACTOR shall submit Collection Event Plans to the COUNTY at least fourteen (14) days before the date of a Collection Event. The CONTRACTOR will make a reasonable effort to modify or amend a Collection Event Plan to address questions and concerns raised by the COUNTY or the respective Host Community or Host Entity.
- (g) The COUNTY shall work in conjunction with the respective Host Community or Host Entity to publicize each Collection Event. The CONTRACTOR will provide assistance to the COUNTY during the development of Collection Event publicity programs. The COUNTY will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. The CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior authorization from the COUNTY.
- (h) The CONTRACTOR shall submit a certificate of insurance consistent with Article 9 of this Agreement and an indemnification agreement which identifies and holds the COUNTY harmless from any claims, demands, suits, or causes of action which may arise as a result of CONTRACTOR'S failure to comply with the provisions of this Agreement to the COUNTY at least fourteen (14) days prior to the date of a Collection Event. Such certificate of Insurance shall list the COUNTY, the Host Community, and Host Entity as an additional insured. Such indemnification agreement shall designate the Host Community, Host Entity, and Eligible Participants as a party directly indemnified by CONTRACTOR.
- (i) COUNTY has all necessary authority to enter into this Agreement with respect to such waste materials;
- (j) COUNTY is under no legal restraint which prohibits the transfer of possession of such waste materials to CONTRACTOR; and
- (k) COUNTY shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations.

Section 4.2 Mobilization and Site Set-Up.

- (a) The CONTRACTOR shall be responsible for all Mobilization and Site Set-Up operations required in establishing each Collection Event Site. Mobilization and Site Set-Up operations shall be performed in accordance with the Collection Event Plan and this Agreement.
- (b) CONTRACTOR shall initiate Site Set-Up procedures the day prior to each collection event. The deadline for the CONTRACTOR'S completion of Mobilization and Site Set-up operations shall be one-half hour before the scheduled starting time for the Collection Event. The absence of the COUNTY'S Site Manager shall not excuse CONTRACTOR from its responsibility for meeting deadlines for Mobilization and Site Set-up.
- (c) In no circumstances shall CONTRACTOR perform any act that will permanently alter, change or damage the Collection Event Site without prior permission from the COUNTY and the Host Community or Host Entity. CONTRACTOR shall include any requests for permission to perform any act otherwise prohibited in this provision in the Collection Event Plan. COUNTY and the Host Community or Host Entity may, at their sole discretion, grant or deny a request for permission made in the Collection Event Plan or made by CONTRACTOR'S Operations Manager during a Collection Event. Permanent change, alteration or damage to shall include the destruction, defacing, or modification of any surface, structure, real estate or other property at Collection Event Site beyond normal wear and tear.

Section 4.3 Collection Site Utilities.

- (a) CONTRACTOR shall be solely responsible for the provision of adequate electricity, potable and non-potable water, and any other utilities required for the operation of each Collection Event Site.
- (b) The inability of a Host Community or Host Entity to provide access to utilities shall not constitute a sufficient cause for CONTRACTOR to exclude their location as a potential Collection Event Site, and if necessary, the CONTRACTOR may arrange for the provision of necessary utilities to a Host Community or Host Entity Site at CONTRACTOR'S own expense.

Section 4.4 Collection Site Operations. The CONTRACTOR shall be responsible for the operation of each Collection Event Site. Site operations shall include, but is not limited to, the provision of appropriate signage, traffic control once vehicles have passed COUNTY survey point, unloading of vehicles, screening of incoming waste, classification, segregation and temporary storage of incoming materials, identification of unknowns and temporary storage of incoming materials, performed in accordance with the Collection Event Plan.

Section 4.5 Traffic Control.

- (a) CONTRACTOR shall provide signage inside the collection site area as required for traffic control, limiting access to restricted areas, and any other signage for efficient operation of the Collection site.
- (b) CONTRACTOR shall be responsible for traffic control, including queuing and staging of vehicles of Eligible Participants, once they have passed the COUNTY's survey point within the Collection Event Site. CONTRACTOR shall work with COUNTY to minimize or alleviate the staging of vehicles outside the Collection Event Site.
- (c) COUNTY shall be responsible for signage and traffic control at the Collection Event Site up to the COUNTY survey point, and coordination with appropriate law enforcement agencies.

Section 4.6 Restricted Access Areas.

- (a) CONTRACTOR shall establish and maintain clearly designated, cordoned-off or otherwise secure portions of each Collection Event Site that are only open to authorized CONTRACTOR and COUNTY personnel wearing appropriate personal protective equipment.
- (b) CONTRACTOR shall be responsible for maintaining the security in Restricted Access Areas at all times.

Section 4.7 Collection Site Personnel.

- (a) CONTRACTOR shall provide all personnel required to operate the Collection Site and fulfill all other responsibilities pursuant to this Agreement. All personnel utilized by CONTRACTOR shall be fully trained and equipped in accordance with all applicable regulations. CONTRACTOR shall provide COUNTY with sufficient verification of compliance with this provision upon request.
- (b) CONTRACTOR staffing at each Collection Event shall be maintained in a manner consistent with the Collection Event Plan. At least five (5) days prior to each Collection Event, if it appears that participation will vary significantly from the level anticipated in the Collection Event Plan, COUNTY may request that CONTRACTOR increase or decrease staffing to meet anticipated levels. CONTRACTOR shall make every reasonable effort to accommodate COUNTY's request to modify Collection Event Site staffing. CONTRACTOR'S staffing shall not deviate from the Collection Event Plan without prior permission from the County's Site Manager.

- (c) Prior permission from the County's Site Manager to vary Collection Site staffing levels shall not excuse CONTRACTOR from any of its responsibilities pursuant to the Collection Event Plan and this Agreement including, but not limited to, the minimization of delays in vehicle unloading or timely Collection Site Demobilization.

Section 4.8 Preliminary Waste Screening and Unloading of Vehicles.

- (a) CONTRACTOR shall be responsible for unloading of the vehicles of Eligible Participants. CONTRACTOR personnel shall confirm that individuals are delivering Acceptable Wastes and are Eligible Participants as defined in Section 1.1. CONTRACTOR shall take reasonable measures to make sure that all participants remain in their vehicles at all times. Waste brought to Collection Event(s) by Ineligible Participants will not be accepted. Before unloading a vehicle, CONTRACTOR will perform a preliminary screening of the material to determine the presence of radioactive and other Unacceptable wastes as defined in Section 7.2.
- (b) Unacceptable Waste identified during the preliminary screening will not be unloaded. CONTRACTOR shall collect information regarding Unacceptable Waste as required pursuant to Section 6.2 (b)(ii). The COUNTY'S on-site representative shall be notified if a dispute arises regarding the acceptability of wastes brought by any Eligible Participant. CONTRACTOR may provide alternative disposal and storage information to Eligible Participants attempting to deliver Unacceptable Waste.
- (c) Materials delivered by Eligible Participants deemed to be Acceptable Wastes during the preliminary screening process shall be unloaded by CONTRACTOR personnel. Vehicle unloading operations shall be conducted in a safe, efficient manner. At all times, the CONTRACTOR shall maintain conditions in the Waste Receipt Area to minimize the potential for accidents, spills, and injuries.

Section 4.9 Secondary Waste Screening and Segregation of Acceptable Wastes.

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

Section 4.10 Bulking and Packaging of Acceptable Wastes.

- (a) CONTRACTOR shall bulk or lab pack segregated Acceptable Wastes in accordance with DOT regulations. All bulking or lab packing must be performed in the Segregation and Packaging Area. Bulking will be the preferred method of packaging, if it is deemed less costly for each particular waste stream. When lab packing is necessary, CONTRACTOR shall take appropriate steps to assure that containers and packing materials are used in a manner that will fully use the legal capacity of each container.
- (b) Bulking and packaging operations will be conducted in a manner that will minimize the potential for spills, fire, reaction, injury, and any other type of accident. CONTRACTOR shall provide for adequate spill containment and fire suppression capability in Segregation and Packaging Area.
- (c) CONTRACTOR personnel shall affix all required DOT and EPA labels to all drums or other containers containing Acceptable Waste at the time the waste is packaged.

Section 4.11 Manifesting and Documentation.

- (a) CONTRACTOR shall generate and maintain all documentation including, but not limited to, manifests required affecting the transportation of Acceptable Wastes in accordance with applicable regulations. All manifests and other documents shall designate the CONTRACTOR as generator.
- (b) The required documentation for each container of Acceptable Waste shall be completed before being loaded into a vehicle for off-site transport.
- (c) CONTRACTOR'S Operations Manager shall submit copies of the completed manifests and other required documentation to the County's Site Manager or designee for each transport load of Acceptable Waste before its removal from the Collection Event Site.

Section 4.12 Interim Storage and Removal of Acceptable Wastes.

- (a) CONTRACTOR shall provide for the safe interim storage of containerized Acceptable Waste before loading and removal from the Collection Event Site. Only Restricted Access Areas shall be used for interim storage purposes. Interim storage operations shall be conducted in accordance with the Collection Event Plan and all applicable regulations.

- (b) CONTRACTOR shall load and transport materials in a manner which will prevent the amount of Acceptable Waste in interim storage from exceeding maximum levels established in the Collection Event Plan.
- (c) CONTRACTOR shall take reasonable steps to minimize the overnight outdoors-interim storage of containerized Acceptable Waste, if the Collection Event Plan and any applicable regulations permit such storage.

Section 4.13 Collection Site Security. CONTRACTOR shall be responsible for security at the Collection Event Site at all times after commencement of Mobilization until successful tear-down, De-mobilization and ultimate departure from the site. CONTRACTOR shall remain responsible for Collection Site security during hours when the site is not open for HHW collection.

Section 4.14 Site Tear-Down and De-mobilization.

- (a) The CONTRACTOR shall be responsible for the Site Tear-Down and De-mobilization operations required to close down each Collection Event Site. Site Tear-Down and De-mobilization operations shall be performed in accordance with the Collection Event Plan and this Agreement.
- (b) The deadline for the CONTRACTOR'S completion of Site Tear-Down and De-mobilization operations for each respective event shall be specified in the Collection Event Plan pursuant to Section 4.1. In no event shall the deadline for completion of Site Tear-Down and Demobilization be later than 24 hours after the cessation of HHW collection activities without the COUNTY'S prior written authorization.
- (c) Site-tear down and De-mobilization shall include, but is not limited to, the clean-up of any spills, the removal of all of CONTRACTOR'S equipment and supplies, and removal of all wastes generated during the Collection Event at the sole cost and expense of CONTRACTOR. Site Tear-Down and De-mobilization shall not be deemed complete until the Collection Event Site is returned to its pre-event condition.

**ARTICLE 5.0
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT**

Section 5.1 Transportation.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for the transportation of all wastes accepted during each Collection Event, except for certain waste streams that may be handled by a separate COUNTY contractor. Vehicles used to transport hazardous, special or general refuse waste from the

Collection Event Site shall be properly licensed and permitted to haul such wastes. Wastes shall only be transported to fully licensed and permitted recycling, treatment, storage, or disposal facilities.

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

Section 5.2 Recycling, Treatment, Storage, and Disposal.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for recycling, treating, storing, or disposing of all wastes accepted during each Collection Event, except for certain waste streams that may be handled by a separate COUNTY contractor. The COUNTY reserves the right to accept or reject the use of any TSD facility.
- (b) CONTRACTOR shall use only fully licensed and permitted recycling, treatment, storage, or disposal facilities to manage wastes from the Collection Events.
- (c) CONTRACTOR shall recycle materials recognized as being readily recyclable. CONTRACTOR shall attempt to recycle more difficult to recycle materials and document such efforts, so long as COUNTY has approved the recycling as an appropriate management method. If upon delivery to a recycling, treatment, or disposal facility, a waste paint from a Collection Event is found to be contaminated with polychlorinated biphenyl's (PCBs), the Contractor has the sole responsibility for all non-conforming waste including analytical test results verifying the PCB contamination and its subsequent management, transportation and disposal.
- (d) Landfilling shall be considered as the disposal method of last resort, unless previously authorized by COUNTY. CONTRACTOR shall exhaust recycling, treatment and all other alternative treatment/disposal methods before landfilling wastes received from Collection Events. CONTRACTOR shall not, under any

circumstances, landfill the following wastes: pentachlorophenol, sylvex, 2,4,5-trichlorophenoxyacetic, 2,4,5-trichlorophenoxypropionic acid and their derivatives and salts.

- (e) Residual waste and recyclables (i.e. cardboard boxes) remaining after each collection event must be hauled by a County-licensed waste hauler. CONTRACTOR shall be required to recycle all non-contaminated cardboard.
- (f) The COUNTY shall not be responsible for any costs incurred as a result (directly or indirectly) of a recycling, treatment, storage, or a disposal facility's refusal to accept such wastes from CONTRACTOR. This includes the re-packing and manifesting of such misdirected or rejected wastes including manifest discrepancies.
- (g) CONTRACTOR shall provide appropriate documentation confirming the recycling, treatment, storage, and/or disposal of hazardous, special, or general refuse waste from each Collection Event to COUNTY in a timely manner. This documentation shall include, but is not limited to, appropriate certificates of tracking.

ARTICLE 6.0 REPORTING REQUIREMENTS

Section 6.1 General Record Responsibilities.

- (a) CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the HHW Collection Program.
- (b) CONTRACTOR hereby grants COUNTY or its agents, at COUNTY'S expense, the right to inspect all books, records, plans and other similar material of the CONTRACTOR, insofar as they relate to the operation of the HHW Collection Program as described in this Agreement, upon reasonable notice to CONTRACTOR and during normal business hours.

Section 6.2 Individual Collection Event Reports.

- (a) CONTRACTOR shall submit an Individual Collection Event Report to the COUNTY within two (2) weeks after the completion of each Collection Event.
- (b) The Individual Collection Event Report shall include, at a minimum:
 - i) Collection Site data such as weather conditions, number of vehicles, and CONTRACTOR'S adherence to the timeline set forth in the Collection Event Plan;

- ii) Waste data including types, quantities (approximations for Unacceptable Waste, precise measures for Acceptable Waste), and general disposition information for Acceptable and Unacceptable Wastes brought to the Collection Event, except for certain waste streams that may be handled by a separate COUNTY contractor;
- iii) CONTRACTOR personnel data including the names, job titles, and hours worked by CONTRACTOR employees during the Collection Event;
- iv) Complete spill, accident, and injury reports for all CONTRACTOR'S activities relating or stemming from the Collection Event; and
- v) Specific recommendations regarding how the planning and/or operation of future events can be improved based upon the experienced gained during the Collection Event.

Section 6.3 Waste Disposition Reports.

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

**ARTICLE 7.0
ACCEPTABLE AND UNACCEPTABLE WASTES**

Section 7.1 Acceptable Wastes.

- (a) The class of "Acceptable Wastes" that CONTRACTOR is authorized to collect from Eligible Participants shall include: corrosives, oxidizers, flammable solvents, waste solvents, oil based paints, latex based paints, inorganic poisonous solids, organic poisons and pesticides, waste oils, pentachlorophenol, sylvex,

2,4,5-trichlorophenoxyacetic acid and trichlorophenoxypropionic acid, fluorescent lamps, household batteries, and hazardous substances, liquid or solids, not otherwise specified.

- (b) The class of “Acceptable Wastes” shall NOT include any material which the CONTRACTOR is not fully licensed, permitted and otherwise authorized to process, package, transport, recycle, treat, store, and/or dispose.

Section 7.2 Unacceptable Wastes.

- (a) The class of “Unacceptable Wastes” that CONTRACTOR is not authorized to collect from Eligible Participants shall include (to be determined).
- (b) The class of “Unacceptable Wastes” shall include any material generated by any business, industrial or commercial facilities. The CONTRACTOR may accept small quantities of material from governmental or institutional establishments with prior notification to the COUNTY.
- (c) In the event any material which cannot be accepted as part of this Collection Program/Event is abandoned by a participant/resident at or near the Collection Site on the day of the event, CONTRACTOR shall be obliged to accept that material for proper disposal, so long as CONTRACTOR can legally accept said material.

**ARTICLE 8.0
NON-CONFORMING WASTE**

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

ARTICLE 9.0 INSURANCE

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

Section 9.2 Minimum Limits of Insurance. The CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain throughout the term of the Agreement, insurance with limits of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000), (exclusive of legal defense costs), and appropriate umbrella liability coverage of ten million dollars (\$10,000,000) per occurrence to protect it, it's employees, agents, and subcontractors, the COUNTY, it's employees and agents, Host Communities and Host Entities from any and all claims made against any of them that arise from, are the result of, or occur pursuant to the CONTRACTOR'S and/or their subcontractor's implementation of, or performance under this Agreement, and specifically encompassing actions or omissions of any of the aforementioned persons to be covered. Any coverage obtained shall acknowledge the insurer's duty to defend any insured against any and all claims arising from, resulting from, or occurring pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of this Agreement. The insurer's duty to defend shall not terminate before the "per occurrence" or "annual aggregate" limits are exhausted by the obligation to pay claims under the policies.

Section 9.3 Scope of Coverage. The types of claims to be covered shall include, but are not limited to the following:

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

- (f) Claims for legal expenses court costs and reasonable attorney's fees.

Section 9.4 Certificates of Insurance.

- (a) All such insurance shall be primary, shall name the COUNTY and Host Community or Host Entity as an additional insured, and shall expressly indicate that such insurance is related to the CONTRACTOR'S activities under this Agreement.
- (b) The CONTRACTOR shall furnish a Certificate of Insurance to the COUNTY within twenty-one (21) days of execution of this Agreement by the COUNTY, indicating that the CONTRACTOR, at it's expense, has purchased and is maintaining insurance from an insurer admitted to the State of Illinois and satisfactory to the COUNTY. The certificate(s) shall be in a form consistent with industry practice and shall show, at a minimum, the companies affording coverage, the insured parties, the types of coverage, and the policy numbers, effective dates, expiration dates, and limits of coverage. The COUNTY'S decision to rely on the certificates as sufficient evidence of coverage rather than to request a duplicate of the policy, shall in no way diminish the CONTRACTOR'S responsibility to obtain coverage consistent with the requirements described herein.

Section 9.5 CONTRACTOR'S Failure to Maintain Required Insurance. The failure of the CONTRACTOR to obtain or maintain the insurance coverage required by this Agreement throughout the period specified above shall be sufficient cause for the COUNTY to terminate this Agreement, at its sole discretion.

**ARTICLE 10.0
SUBCONTRACTORS**

Section 10.1 Responsibility for Subcontractors.

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

assist COUNTY and its other contractors in accepting these waste streams at the Collection Event. (Example: If COUNTY directly hired another contractor to recycle lead-acid batteries, CONTRACTOR might be asked to help unload batteries from participant's vehicles, stack them on pallets, and place pallets on a truck.)

Section 10.2 Approval of Subcontractors.

- (a) The COUNTY reserves the right to approve any and all subcontractors. Any delay or standby costs, which arise because the CONTRACTOR provided a subcontractor unacceptable to the COUNTY, shall be at the CONTRACTOR'S sole risk.
- (b) The COUNTY reserves the right to hire other contractors to supplement or replace certain services provided by CONTRACTOR.

**ARTICLE 11.0
INDEMNIFICATION**

Section 11.1 Hold Harmless. The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its agents, Host Communities and Host Entities, their representatives, officers, and employees, and eligible participants, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Jackson County, its agents, servants, or employees or any other person indemnified hereunder. In no event shall either party be responsible to the other for consequential, incidental, indirect, special or punitive damages.

**ARTICLE 12.0
TERMINATION**

Section 12.1 Termination of Agreement.

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

termination. COUNTY shall only compensate CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.

ARTICLE 13.0 INVOICING AND PAYMENTS

Section 13.1 Invoicing.

- a) CONTRACTOR shall submit one (1) invoice per collection event for Mobilization Costs and Disposal Costs to: Jackson County Health Department, Attn: Recycling Coordinator, PO Box 307, 415 Health Department Road, Murphysboro, IL 62966, within forty (40) days of each collection event.
- b) Invoices must include waste description (waste material and container type and size), number of containers, unit price, extended price, and method of disposal for each waste stream, as well as mobilization costs.
- c) Billing for each category (mobilization and disposal) must match the amount indicated on the respective proposal sheets. Any deviations from the proposal sheets must have prior authorization from the COUNTY.

Section 13.2 Payments.

- a) Payments due to CONTRACTOR pursuant to this Agreement shall be made within sixty (60) days after receipt by COUNTY without the addition of late fees.

ARTICLE 14.0 MISCELLANEOUS

Section 14.1 Number of Events, Participation Levels, and Waste Quantities. COUNTY makes no representations whatsoever regarding minimum number of events per year, level of public participation in the COUNTY'S HHW Collection Program, or quantities of waste to be collected pursuant to this Agreement.

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

Section 14.3 Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by

mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

- (a) If to COUNTY: Madison County Planning & Development Dept.
Attn: Resource Management Coordinator
157 North Main St. Suite 254
Edwardsville, IL 62025

- (b) If to CONTRACTOR: CONTRACTOR
Attention: (name)
(Address)
(City), IL (zip)

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

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

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

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

Section 14.7 Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. County Site Manager shall be COUNTY'S representative under this Agreement. CONTRACTOR shall assign a representative. COUNTY and CONTRACTOR shall give notice to the other if either elects to change its authorized representative.

Section 14.8 Choice of Law. The laws of the State of Illinois shall govern this Agreement. CONTRACTOR shall abide by §2-105A of the Illinois Human Rights Act as well as the Illinois Drug Free Workplace Act.

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

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

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

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

Section 14.13 Survival

The provisions on **Insurance, Hold Harmless, Waiver, Choice of Law and Severability** shall survive the term of this Agreement.

CONTRACTOR

MADISON COUNTY PLANNING &
DEVELOPMENT DEPARTMENT

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____