



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0471

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (931) 464-2395 TDD (931) 454-2123

AGENDA: JUNE 27, 2000

June 15, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: HAZARDOUS WASTE TRANSPORTATION, RECYCLING AND DISPOSAL
SERVICES CONTRACT

Members of the Board:

On March 21, 2000, your Board approved issuance of a request for proposal for household hazardous waste transportation, recycling and disposal services and directed Public Works to return on June 27, 2000, with an agreement with the selected vendor. Public Works received five bids which are summarized on the attached spreadsheet. Philip Transportation and Remediation, Inc., (Philip) provided the lowest overall cost proposal in addition to its strong qualifications.

Philip has been the County's contractor for household hazardous waste services for the last three years. Based upon the low bid, qualifications, and history of excellent service to the County's Household Hazardous Waste Collection Program, we are recommending continuation of these services with Philip.

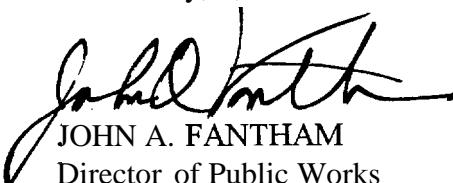
Attached for your consideration is an agreement for household hazardous waste transportation, recycling and disposal services for the 2000/2001 fiscal year. This agreement will provide for the continuation of Philip's services with unit pricing at or below the previous year's contract. However, this contract does reflect an overall increase of \$25,000 over last year's contract. This increase will be necessary to handle the anticipated costs associated with the new household hazardous waste collection facility to be constructed at the City of Santa Cruz' Dimeo Lane Landfill later this summer. The volume of collected materials is also anticipated to increase, as it has in previous years, due to our expanded public information program and increased public awareness efforts. Public Works will be operating this new facility on behalf of all the incorporated cities and County to better serve the City of Santa Cruz, north coast, and Live Oak area residents. As with the other two collection facilities, the new location will be open to all county and city residents.

On November 16, 1999, your Board approved a resolution supporting a grant application with the California Integrated Waste Management Board to **fund** this new collection facility. The City of Santa Cruz has been awarded the requested grant funding, which will cover up to \$25,000 of the disposal and transportation cost increases, with the balance being allocated among all the participating cities and county jurisdictions. The grant fund reimbursements are included in the 2000/2001 budget revenues. Sufficient funds are being recommended in the 2000/2001 CSA-9C, Solid Waste Enterprise Fund for this purpose.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the agreement with Philip Transportation and Remediation, Inc., to provide transportation, recycling and disposal services for the County's Household Hazardous Waste Collection Program in a not-to-exceed amount of \$175,000, contingent upon Board approval of the 2000/2001 CSA-9C budget and authorize the Director of Public Works to sign the agreement on behalf of the County.
2. Direct the Clerk of the Board to return one fully executed copy of the agreement to Public Works for further processing.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

RPM:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION, RECYCLING AND DISPOSAL SERVICES

BID SUMMARY - MAY 2000

	Estimated Quantity	Philip Services		Safety Kleen		Romic Environmental		MSE Environmental		Onyx Environmental	
		Unit Price	Est. Cost	Unit Price	Est. cost	Unit Price	Est Cost	Unit Price	Est. Cost	Unit Price	Est. cost
LAB PACKS											
<u>Destructive Incineration</u>											
Liquid - 55 Gallon Drum	75	\$ 240.00	\$ 18,000.00	\$ 315.00	\$ 23,625.00	\$ 290.00	\$ 21,750.00	\$ 315.00	\$ 23,625.00	\$ 250.00	\$ 18,750.00
Solid - 55 Gallon Drum	40	\$ 240.00	\$ 9,600.00	\$ 315.00	\$ 12,600.00	\$ 290.00	\$ 11,600.00	\$ 315.00	\$ 12,600.00	\$ 275.00	\$ 11,000.00
<u>Treatment</u>											
Liquid - 55 Gallon Drum	75	\$ 185.00	\$ 13,875.00	\$ 315.00	\$ 23,625.00	\$ 250.00	\$ 18,750.00	\$ 305.00	\$ 22,875.00	\$ 250.00	\$ 18,750.00
Solid - 55 Gallon Drum	25	\$ 185.00	\$ 4,625.00	\$ 315.00	\$ 7,875.00	\$ 250.00	\$ 6,250.00	\$ 305.00	\$ 7,625.00	\$ 275.00	\$ 6,875.00
Oxidizer - 55 Gallon Drum	15	\$ 200.00	\$ 3,000.00	\$ 315.00	\$ 4,725.00	\$ 350.00	\$ 5,250.00	\$ 315.00	\$ 4,725.00	\$ 325.00	\$ 4,875.00
Reactives (per lb)	200	\$ 9.00	\$ 1,800.00	\$ 2.75	\$ 550.00	\$ 1.82	\$ 364.00	\$ 6.25	\$ 1,250.00	\$ 10.00	\$ 2,000.00
<u>Bubbling</u>											
Liquid - 55 Gallon Drum	200	\$ 145.00	\$ 29,000.00	\$ 160.00	\$ 32,000.00	\$ 250.00	\$ 50,000.00	\$ 160.00	\$ 32,000.00	\$ 275.00	\$ 55,000.00
BULKWASTE											
<u>Fuel Substitute</u>											
55 Gallon Drum - < 10% solids	200	\$ 115.00	\$ 23,000.00	\$ 87.00	\$ 17,400.00	\$ 110.00	\$ 22,000.00	\$ 155.00	\$ 31,000.00	\$ 135.00	\$ 27,000.00
55 Gallon Drum - > 10% solids	50	\$ 155.00	\$ 7,750.00	\$ 198.00	\$ 9,900.00	\$ 125.00	\$ 6,250.00	\$ 155.00	\$ 7,750.00	\$ 165.00	\$ 8,250.00
<u>Aerosols</u>											
55 Gallon Drum	25	\$ 205.00	\$ 5,125.00	\$ 198.00	\$ 4,950.00	\$ 250.00	\$ 6,250.00	\$ 180.00	\$ 4,500.00	\$ 225.00	\$ 5,625.00
<u>Paint Box</u>											
Per Layer	20	\$ 2,100.00	\$ 42,000.00	\$ 2,240.00	\$ 44,800.00	\$ 2,200.00	\$ 44,000.00	\$ 2,500.00	\$ 50,000.00	\$ 2,750.00	\$ 55,000.00
<u>Household Batteries</u>											
55 Gallon Drum	10	\$ 260.00	\$ 2,600.00	\$ 159.00	\$ 1,590.00	\$ 450.00	\$ 4,500.00	\$ 230.00	\$ 2,300.00	\$ 285.00	\$ 2,850.00
<u>Fluorescent Light Tubes</u>											
Per Foot	10,000	\$ 0.15	\$ 1,500.00	\$ 0.13	\$ 1,300.00	\$ 0.22	\$ 2,200.00	\$ 0.16	\$ 1,600.00	\$ 0.25	\$ 2,500.00
LABOR											
Chemist (per hour)	80	\$ 40.00	\$ 3,200.00	\$ 42.00	\$ 3,360.00	\$ 60.00	\$ 4,800.00	\$ 50.00	\$ 4,000.00	\$ 57.00	\$ 4,560.00
Technician (per hour)	240	\$ 28.00	\$ 6,720.00	\$ 27.00	\$ 6,480.00	\$ 40.00	\$ 9,600.00	\$ 35.00	\$ 8,400.00	\$ 47.00	\$ 11,280.00
TOTALS:		\$ 171,795.00		\$ 194,780.00		\$ 213,564.00		\$ 214,250.00		\$ 234,315.00	

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0473

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0474

FY 2000-01

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

6-13-00

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
PHILIP TRANSPORTATION AND REMEDIATION, INC.
and 3909 PARR ROAD, SUITE D, BENICIA, CA 94510 (Name & Address)
- The agreement will provide TRANSPORTATION, RECYCLING, AND DISPOSAL SERVICES FOR COUNTY HAZARDOUS
WASTE COLLECTION PROGRAM TO INCLUDE PROFILING, TREATMENT, AND RECYCLING OF WASTE,
TRANSPORTATION AND TECHNICAL SERVICES.
- The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
- Anticipated cost is \$ 175,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT \$175,000; 7% OVERHEAD \$12,250; TOTAL \$187,250
- Appropriations are budgeted in 625110 !51326! 3475! (Index#) 3590 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available - and have been encumbered. * Contract No. CO 02173 Date 6/14/00
are not available - and will be encumbered. *
* SUBJECT TO APPROVAL OF THE 2000/2001 BUDGET GARY A. KNUTSON, Auditor - Controller
FISCAL YEAR 2000/2001 By Ronald J. Wilson Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT
(Agency).

Remarks By [Signature] County Administrative Officer
(Analyst) Date 6/16/00

Agreement approved as to form. Date _____

RFM:mg

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - initials
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

* To Orig. Dept. if rejected.

48
ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 200_ by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PHILIP TRANSPORTATION AND REMEDIATION INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE TREATMENT AND RECYCLING SERVICES FOR THE COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES TO INCLUDE WASTE PROFILING AND APPROVAL SERVICES, TRANSPORTATION MANIFESTING, WASTE DISPOSAL, RECYCLING AND TREATMENT, AND TECHNICAL ASSISTANCE. SEE ATTACHMENT 1 OF THIS AGREEMENT FOR SCHEDULE OF CHARGES.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$175,000.00, IN A MANNER DESCRIBED IN ATTACHMENT NO. 1: SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM APPROVAL THROUGH JUNE 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance under the terms of this Agreement, and excepting any liability arising out of the negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of

compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - ____ / ____

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa **Cruz**, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa **Cruz**.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

PATRICK MATHEWS
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

PATRICK MATHEWS
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of

CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments:
ATTACHMENT NO. 1: SCOPE OF WORK.

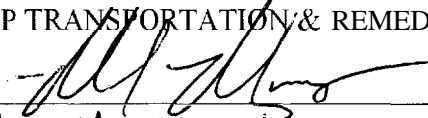
IN WITNESS WHEREOF, the parties hereto have set the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

PHILIP TRANSPORTATION & REMEDIATION INC.

By: _____
Director of Public Works

By: 
MARK MOONEY, PROGRAM MANAGER
Address: 3909 PARK ROAD, SUITE D
BENICIA, CA 94510

Telephone: (800)947-770 1

APPROVED AS TO FORM:

FAX: _____

E-MAIL : _____

By:  6/14/00
~~Chief Assistant~~ County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

BPK:ejm

COUNTY OF SANTA CRUZ

PHHWCF PROGRAM PROPOSAL



Philip Services
3909 Park Road, Suite D
Benicia, CA 945 10
Tel: (800) 947-7701
Fax: (707) 748-3074

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COUNTY OF SANTA CRUZ

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Company Qualifications

This section is written in response to the Santa Cruz County RFP-Company Qualifications. This section is written to provide the County with a thorough understanding of Philip's qualifications for the County's project. Philip's industry experience as well as our specific project team's qualifications will also be reviewed.

Philip's integrated network of industrial service facilities allows our customers to select from a wide range of service offerings

Philip is able to provide a wide variety of HHW services to our customers through our Collection Event and Fixed Facility programs

1.1 Philip Services Background

Philip Services (Philip) is a fully integrated resource recovery and industrial services company providing steel, copper and aluminum processing and recovery service, solid and liquid by-products recovery, and industrial and remediation services throughout North America. The company is traded on the Toronto and Montreal stock exchanges. Philip currently employs over 10,000 people and operates over 240 facilities and offices across North America. Philip's commitment to customer service and our approach to providing innovative solutions are the foundations of the organization.

The Industrial Services Group provides a broad range of service offerings to industry and government customers which include industrial by-products recovery, reuse and recycling, HHW management, industrial lab packing, paint spray booth management, engineering/consulting, demolition and decommissioning, chemical cleaning, hydroblasting, tank cleaning, mechanical services and oil field services. In support of these services, Philip owns and operates 27 permitted recycling and treatment facilities strategically located throughout North America.

The **Metals Services Group** offers a broad range of integrated services to recover and process industry waste in both the ferrous and non-ferrous sectors including; metal bearing dusts, sludges, slag, and scrap. As a leading scrap processor, the Metals Services Group works both on and off the customer's site to facilitate the reclamation of process materials. The Philip Metals Services Group is currently the largest processor of scrap wire and cable in North America.

The HHW Services Group is a distinct business line within the Industrial Services Group. It is responsible for all Household Hazardous Waste (HHW), Conditionally Exempt Small Quantity Generator (CESQG) and Agricultural Pesticide management programs in the United States and Canada. These services are provided in close coordination with Philip's permitted treatment and recycling facilities throughout North America. Please see the following sections for Philip's HHW experience in more detail.

1.2 Philip Professional Team

The following section defines the project team Philip will assign to operate the Santa Cruz County program. While more detail on qualifications as well as individual project responsibilities will follow in the subsections of this section of the proposal, the Santa Cruz County Service Team members are identified as follows:

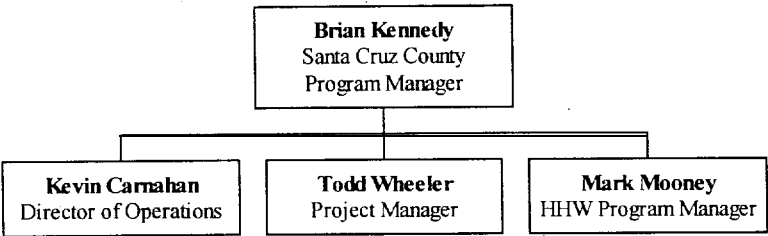
<u>Project Staff</u>	<u>Title</u>	<u>Location</u>
• Kevin Camahan	Director of Operations	Benicia, CA
• Todd Wheeler	Project Manager	Benicia, CA
• Mark Mooney	HHW Contract Manager	Benicia, CA

Please see the following organization chart and discussion for detail on the services this proven team will provide to the Santa Cruz County program.

1.2.1 Santa Cruz Project Organizational Chart

The following section provides a visual representation of the Santa Cruz County Service Team organization.

Organizational Chart



Todd Wheeler, as *Santa Cruz County Project Manager*, will provide a single and primary point of contact for all County service needs. Todd will be responsible for providing the initial operations review to approve packaging methodologies, assist the County with any required changes in packaging or labeling methodologies, receive all requests for shipment from the County, review, approve and schedule shipments into the Philip Treatment and Recycling Facility, prepare all required shipping documentation, be on-site to assist our transportation personnel with all shipments, be available during the week to respond over the phone to technical questions or concerns the County may have regarding such topics as waste sorting, packaging or labeling and prepare all invoices and billing documents.

Mark Mooney, as *Philip HHW Program Manager*, will serve as a primary point of contact to the County for all tasks relating to contract management, reporting, waste tracking, insurance and customer service. Mark will work closely with Todd to ensure that the County’s contractual and operational requirements are fully satisfied in all aspects of service to the Santa Cruz County program.

Kevin Carnaban, as *Philip Director of Operations*, will provide support to Mark in all his duties, and will ensure the local, regional and corporate availability of staff, transportation and administrative resources to service all of Philip’s California HHW Program Operations.

1.2.2 Personnel Training

Every member of the Philip Team has received 40-Hour and HHW operations training, including subcontract personnel.

Philip Services has consistently and historically provided only the highest caliber staff to operate any hazardous waste management program. The key to our efficient, competent and professional personnel is a commitment to a high level of effective, on-going and job-specific training.

The levels of training for each job function that is identified and described above are as follows:

Job Function and Training

Type of Training	Contract Manager	Project Manager	Asst. Project Manager
OSHA 40 hr (+ refreshers)	✓	✓	✓
Additional 40 Hour OSHA		✓	✓
On-Site HHW Operations 8 hr.	✓	✓	✓
First Aid/CPR 8 hour	✓	✓	✓
SCBA 4 hour		✓	✓
Hazcat Identif. 8-16 hour		✓	✓
Forklift Training 8 hrs.		✓	✓
DOT HM-126 Training	✓	✓	✓
Title 22 CCR 8 Hours		✓	✓
DTSC PBR 8 Hours	✓	✓	✓
DTSC Standardized Permitting 16 hr	✓	✓	✓
Facility Waste Profiling 4 hr		✓	✓
Manifest Preparation 8 hr	✓	✓	✓
Supervisor Train. 8-24 hr		✓	✓

1.2.3 Personnel Resumes

Philip is committed to providing highly trained, experienced and professional staff to every program we operate. Philip Services' employees have received some of the best training in the hazardous waste industry and have acquired extensive experience operating HHW and CESQG programs throughout the Western United States.

Please see below for resumes of the key Philip personnel to be assigned to the Santa Cruz County Project Team. Training Certificates for all staff will be on-site at all shipments and may be provided upon request to the County for review prior to service commencement.

SANTA CRUZ COUNTY PHHWCF
Project Manager

NAME : ♦ Todd Wheeler
TITLE : ● HHW Operations Supervisor
DEGREE: B.S. Public Health, Emphasis in Industrial Hygiene; Minor in Chemistry
TRAINING: 40 Hour OSHA Training 24 Hour MSHA Training
 First Aid/CPR Training Contractor Orientation (UITC)
 Hazard Specific Training (Confined Space, Respiratory Protection, etc.)

Prior to joining Philip's California team, Todd worked with Allwaste Industrial Services in Utah for over a year. His work there focused in the area of Industrial Hygiene and Safety, accomplishing such tasks as exposure assessments of mobile power plant turn-around crews working in dust precipitators, which included extensive review of OSHA recordable injury cases for Incidence Rate Calculation, as well as teaching safety courses to the crews on those projects. In his prior work at Litton Systems and Pacific Basin Resources, he also completed Safety Audits, Air sampling, and MSDS updates, as well as filling an Assistant Safety Manager position. His work thus far on Philip Services projects has included the full range of project management and site collection tasks including supervising sites, labpacking, unloading, unknown waste identification, labpacking, and manifesting.

Major Projects:

- Santa Clara County HHW/CESQG Events Supervisor
- Marin County PHHWCF Project Manager
- Monterey Regional Waste Management District PHHWCF Project Manager

SANTA CRUZ COUNTY PHHWCF
HHW Program Manager

NAME : ♦ Mark Mooney
TITLE : ♦ HHW Program Manager
DEGREE : B.A. Environmental Health, UC Irvine

TRAINING :	40 Hour OSHA Training	First Aid/CPR Training
	Haz-Cat Training	8 Hour Supervisor Training
	Forklift Operator	HM 18 1 Training
	SCBA Training	California Regulations

Mark has 7 years experience in Environmental Management including HHW and Industrial Hazardous Waste Management, Phase 1 Assessments, Hazardous Waste Facility inspections and laboratory work. He has extensive experience in waste identification, packaging, labeling, profiling and shipment preparation. Mark successfully managed various industrial and HHW projects in his initial years at Philip, and now manages HHW sales and operations for the entire region. Prior to his work with Philip, Mark worked within a County Environmental Health Division, where he gained critical experience both in the environmental field and in working with and within public agencies. Mark will oversee all operations and customer service provided to the Santa Cruz County program. Mark will also assist the County with all permit and compliance issues.

Major Projects:

- Sonoma County HHW Collection Events, HHW supervisor.
- Santa Clara County Transit Authority Project Manager
- Santa Clara County HHW Collection Events, Project Manager
- Monterey District HHW Events/PHHWCF Project Manager

1.3 **HHW/CESQG Experience**

Philip Services has extensive experience in all aspects of household hazardous waste management. Since 1983 Philip has managed HHW programs and been the innovator of many projects. Each project operated by Philip is unique and has required special planning, implementation, permits, staffing, and waste management as was required by the customer. We currently operate successful HHW programs in Alaska, Washington, Oregon, California, Arizona, Colorado, Idaho, Montana, Missouri, Kansas, Iowa, and Texas.

In addition, Philip Services provides both RCRA and CERCLA regulated hazardous waste recycling, treatment and disposal services to many large and small industrial generators throughout the United States and Canada. Philip has invested extensive capital resources into hazardous waste recycling, treatment, and reduction capabilities within our permitted facilities. The core of our business is in hazardous waste recycling and treatment, not disposal. Over 65 percent of all materials received in our plants undergo some level of reduction, recycling or treatment.

HHW Services has developed an innovative and unique waste profiling system specific to the acceptance, check-in and proper management of household hazardous

Philip HHW Services

1 - 4

Philip's national network of regional service offices insures that our customers receive the highest level of customer service available

The regional HHW Services offices work together so that all Philip regions and clients stay current on new technologies, program innovation and industry trends.

waste. This system is based on hazard classification and treatment/disposal method. This insures that the customer's waste management expectations are met.

Philip HHW Services operated over 750 days of HHW collection in both 1998 and 1999. These programs include mobile, one day, and permanent facility operations throughout North America. It is important to note that the majority of Philip customers, from as far back as 1989, continue to be dedicated Philip HHW Services customers. This is a true reflection of our commitment to quality service and operations excellence.

Permanent HHW Collection Facility Services

As a separate service unit, the HHW Services Group offers clients numerous professional, technical, and operational service options. A primary service line within the HHW Service Group is the Permanent HHW Collection Facility Services. Philip offers the following service options to Permanent HHW Collection Facility programs:

PHHWCF Services is a distinct package of service options designed specifically for permanent HHW collection facility program managers

Transportation, Treatment and Disposal – Philip can provide scheduled or milk run pick-up of waste from fixed facility operations for treatment and disposal. Philip can direct material to meet specific facility and/or waste management requirements.

Operations Staffing – Philip can provide HHW Specialists to assist with the sorting, identification and packaging of waste during operation, or on a scheduled basis. **Philip also offers cost-effective options for the full staffing, management and operation of fixed facilities.**

Training of City/County Staff - Philip can provide basic training on HHW hazards, waste sorting, packaging, paperwork requirements, and health & safety. More specific topics can also be covered including lab packing protocol, testing and identification of unlabeled waste and transportation requirements.

Supply Purchase and Delivery - Philip can provide all required supplies for start-up and on-going facility operation including drums, absorbent, labels, unloading carts, sorting tables, safety equipment and other miscellaneous supplies and equipment as may be needed. Philip's purchasing power can be used to reduce material costs.

Technical Assistance - For Philip customers, ongoing questions and special requests can typically be handled over the phone by one of our HHW Specialists. As a Philip customer, we will support your operation with unlimited technical assistance as needed. As an additional service, Philip will prepare health/safety, operations plans, and all needed permits in support of customer operations.

Contingency/Emergency Response – Philip can offer Permanent HHW Collection Facility Programs the ability to respond to both short notice waste transportation and/or emergency response services. Philip has the expertise and the equipment resources necessary to respond to all emergency situations. For non-emergency, yet urgent requests, Philip is generally capable of responding within 24 hours of any request for transportation or personnel.

Philip's proximal location to Santa Cruz increases responsiveness and decreases service costs.

7.4 **Philip Local Service Office**

Philip Services proposes to service Santa Cruz County from our Benicia, California office. Located approximately 2 hours drive from Santa Cruz, this office has provided a successful service to many neighboring PHHWCF Programs including Santa Clara and Monterey County. Additional details about our references, staffing, equipment and transportation capabilities from this office will follow throughout the proposal.

The specific organizational information for this office is as follows:

Name: Philip Transportation & Remediation, a wholly owned subsidiary of Philip Services Corp.

Type: PTR is a California Corporation established in 1977

Corporate Address: P.O. Box 150 San Martin, CA 95046
Phone (800) 321-1030, Fax (408) 683-0577

Federal Employer ID: **95-3484009**

Service Office: 3909 Park Road Suite D, Benicia, CA 945 10
Phone (800) 947-7701, Fax (707) 748-3074

Authorized Contact: Mark Mooney, HHW/CESQG Program Manager
at Benicia office, direct Phone (707) 748-3058

7.5 **Compliance History**

Philip has proven itself to be a leader in the area of facility and on-site operational compliance. Philip's treatment facilities in the Pacific Northwest, the destination for all wastes collected in the County of Santa Cruz program, are regulated and inspected by the following agencies under the noted authority.

Agencies Inspecting the Facility

U.S. Environmental Protection Agency Region X	RCRA/TSCA
Washington State Department of Ecology	RCRA
Puget Sound Air Pollution Control Agency	Air Quality
Seattle Fire Department	Fire Code/Safety

Philip is proud of our commitment to compliance and the health and safety of our employees, customers and the public, and we strive to uphold and improve through each operation. Philip's California operations and transportation group has a perfect record of compliance in all activities relating to HHW operations, transportation and management for our California Programs. See Appendix I for the compliance history of all Philip's primary disposal facilities

1.6 **Litigation History**

Philip Transportation & Remediation has had no lawsuits filed in the last three years. Philip Services Corporation, as the parent company, provides industrial services throughout North America. Subsequently, there will be ongoing claims, disputes or litigation involving Philip in the ordinary course of business. None of these claims, disputes or litigation should have any material effect on the ability of Philip to provide cost-effective services to the County of Santa Cruz.

Qualifications of Disposal Facilities

This section is written in response to the County of Santa Cruz RFP, Section 2 Qualifications of Disposal Sites. Section 2.0 contains information regarding management methods and disposal facilities.

2.1 Hazardous Waste Management

All packaged waste will be shipped to Philip's Kent treatment facility for recycling, treatment, consolidation and/or disposal. The exception to this includes the direct shipment of bulk flammable drums to our facility in Avaion, Texas. The following matrix provides an outline as to the proposed management method and final management facility for each waste stream.

Philip HHW Services understands that the County reserves the right to determine which management methods are utilized and therefore has provided facility information and pricing applicable for all available management options.

Waste stream C l a s s	Hazard s	Philip TSD	Management Method	Final Facility
Oil Based Paint	3	Kent/Avalon	Fuel Blend/ Beneficial Reuse	Systech, Cadence
Flammables (solvents, thinners)	3	Kent/Avalon	Fuel Blend/ Beneficial Reuse	Systech, Cadence
Non-Recyclable Latex Paint	NR	Kent	Fuel Blend/ Stabilization/ Landfill	Systech/ Cadence/ Columbia Ridge
Poison LP	6.1	Kent	Incineration	Aptus, Ross, Ensco, WTI
Reactive LP	4	Kent	Incineration	Aptus, Ross, Ensco, WTI
Corrosive LP	8	Kent/ Tacoma	Treatment	POTW
Aerosol Flam.	2	Kent Direct Ship	Depressurization/ Fuels Blending/Recycle	Systech, Cadence, DTI
Aerosol Poison/Corr.	2	Kent	Incineration/Recycle	DTI
PCB's	9	Kent	Incineration/Landfill	DTI, Salesco
Asbestos	9	Kent Direct ship	Landfill Landfill Class 1f	Columbia Ridge Altamont (WMI)
Nicad/Merc. Batteries	9	Kent	Recycle	Kinsbursky
Alkaline/CZ Batteries	8	Kent	Incinerate	Aptus, Ross, Ensco, WTI
Exempt Dioxin Kent	6		Incinerate	Aptus
Fluorescent Tu Direct	9	Ship	Recycle	MTI

Please note that **Philip will take title to all County of Santa Cruz HHW (and CESQG) waste once accepted into our Northwest facilities.** For example, a labpack drum destined for incineration will be manifested to our Kent Facility with the County of Santa Cruz listed as generator. Once accepted into our facility, it may or may not be repackaged, processed, or consolidated. In either case, if it requires shipment out of our facility to the incinerator, the drum is labeled and manifested with Philip Services listed as generator. It is through this service, taking title of our customers' waste, that Philip provides the maximum liability protection a firm can offer.

2.2 Receiving Facilities

As the owner and operator of a large network of Treatment and Recycling facilities, Philip offers a guarantee of waste acceptance to all of our customers upon shipping. The extensive treatment and storage capacity at our facilities ensures that, once shipped, the waste will be accepted immediately off the transportation vehicle and managed as soon as possible thereafter. Following is a list of Philip Services treatment and transfer facilities, their EPA ID numbers and facility service descriptions and capabilities. Please see Appendix I for Facility Audit Packages, which includes the compliance history.

Facility Location	Facility Description	EPA ID Number
<i>Benicia,</i> 3909 Park Road, Suite D Benicia, CA 94510	Primary Northern California facility for transfer of HHW, CESQG, and Industrial Generator waste.	CAR 000-052-803
<i>Kent,</i> 20245 76th Avenue So. Kent, WA 98032	Primary CESQG/HHW processing facility. Storage capacity of 2,000 drums and 500,000 gallons of bulk liquid. Has its own wastewater treatment facility, discharge to POTW, and latex recycling operation.	WAD 99 1-28 1-767
<i>Inglewood,</i> 425 Isis Avenue Inglewood, CA 90301	Primary facility for Southern California. Storage of up to 1080 drums and 183,400 gallons of bulk liquids. Services include liquid fuel blending, flammables consolidation, and solvent recycling.	CAD 008-364-432
<i>Georgetown,</i> 734 South Lucille St. Seattle, WA 98108	Storage of up to 6,000 drums and 250,000 gallons of bulk liquids. Solvent recovery, sludge and chemical treatment, lab pack processing as well as fuel blending.	WAD 000-S 12-909
<i>Tacoma,</i> 170 1 E. Alexander Ave, Tacoma, WA 98421	Philip Services's main bulk waste treatment, processing and neutralization facility. Also, waste oil and wastewater collection and storage.	WAD 020-257-945
<i>Avalon,</i> 405 Powell Street Avalon, TX 76623	Philip's major flammables processing facility	TXD 046 844 700

*As Philip's dedicated
HHW processing
facility, Kent is the
primary destination
for Santa Cruz County
wastes*

Philip's Primary HHW Treatment Facility

20245 - 77th Avenue South (206) 872-8030

Kent, Washington 98032 WAD 99 1 28 1 767.

Facility Manager: Gary Crueger

One of the primary functions of the Kent facility is the acceptance and management of Household Hazardous Waste from throughout the western United States and Alaska. This facility has the capability to process both solvent based and latex paint in all size containers, operation of a latex recycling program, closed loop depressurization of aerosol cans, lab pack depacking and consolidation, used oil consolidation for re-refining, oil filter compacting, regulated and non-regulated stabilization and solidification and waste water treatment.

The Kent facility obtained RCRA interim status authorization in 1980. We have submitted a Part B application to Ecology and the EPA, Region 10. This facility currently operates under RCRA interim status authorization. Please see Appendix I for audit information.

Secondary Treatment, Recycling and Disposal Facilities

Once accepted into a Philip Services facility, wastes are processed as soon as possible utilizing the California's hierarchy for management (Reduce, Reuse, Recycle, Treat, Incinerate, Landfill) by treating and recycling as much waste as possible in the plant. If the materials cannot be managed in plant, such as those items requiring incineration or hazardous waste landfilling, they are sent on to companies with which Philip has had long-standing relations and who have met our external audit requirements.

Philip HHW Services proposes to use the listed final disposal subcontractors for that portion of this contract most applicable to their disposal function.

The end disposal firms we use all have long-standing contracts with Philip Services. Each are audited on a routine basis and are approved for a specific end disposal function. Philip believes it is prudent to have at least two end disposal subcontractor for each disposal function to ensure both management capacity and variety of waste management options for our customer's waste.

Primary Final Disposal Facilities List

Facility	EPA I.D. #	Phone #	Type of Facility	Waste Types
Cystech Corporation Fredonia, KS	KSD 980 633 259	602-460-8872 Joe Durzynski	Haz Waste Cement Kiln RCRA	Paint related material, oil paints, flammable liquids – CERCLA Approved
Cadence Chemical Resources Chanute, KS	KSD031 203 318	316-4314500 Drew Hoisington	Haz Waste Cement Kiln RCRA	Paint related material, oil paints, flammable liquids/solids
Ensco, Inc. El Dorado, AR	ARD 069 748 192	4253914326 Jeff Tanka	Destructive Incineration RCRA, Non-Haz	Poisons, pesticides, ignitable, corrosive, toxic, some reactives - CERCLA Approved
Waste Technologies Industries East Liverpool, OH	OHD 980 613 541	216-385-7336 Jeff Propst	Destructive Incineration RCRA, Non-Haz	Poisons, pesticides, herbicides, oxidizers Corrosives
Aptus, Inc. (Rollins) Aragonite, UT	UTD 981552 177	801-531-4200 Chris Ellis	Destructive Incineration RCRA, TSCA, Non-Haz	Poisons, pesticides, herbicides, oxidizers corrosives, PCBs – CERCLA Approved
Ross Incineration Services Grafton, OH	OHD048 415 665	800-878-7677 Theresa	Destructive Incineration RCRA, Non-Haz	Poisons, ignitable, toxic CERCLA Approved
Trade Waste Incin. (TWI) Sauget, IL	ILD 098 642 424	618-271-2804 Jan	Destructive Incineration RCRA, Non-Haz	Poisons, pesticides, oxidizers, reactives CERCLA Approved
Paint Solutions, Inc. St. Louis, MO (site at Kent)	MOO 000 843 334	314-776-0866 Nancy Neimeyer	Recycling Non-Haz	Latex paint
Evergreen Environmental Newark, CA	CAD 982-413-262	949-575-7770 Susan Hall	Rerefining / Recycling	Antifreeze
DTI Morgan Hill, CA	CAD983665068	408-776-7816 Bob Allen	Recycling	Aerosols
Salesco Phoenix, AZ	AZD 983 473 539	602-415-3030 Mike Dezelon	Recycling	PCB ballasts, fluorescent tubes
Mercury Waste Solutions Union Grove, WI	WIR000000356	414-878-2599 Chris Reich	Recycling RCRA	Mercury wastes
Kinsbursky Brothers, Inc. Anaheim CA	CAD088504881	714-738-8516 Todd Coy	Recycling RCRA	Ni-Cad and lead acid batteries
Mercury Technologies (MTI) Hayward, CA	CAD98241 1993	800-628-3675 Christopher Larsen	Recycling	Fluorescent Tubes
Laidlaw Envir. Services (BDT) Clarence, NY	NYD 000 632 372	716-759-2868 Nancy Beebe	Haz Waste Treatment RCRA	Compressed gas cylinders
Chemical Waste Management Arlington, OR	ORD 089 452 353	206-575-2250 Vikki Anderson	Class I Hazardous Waste Landfill	Treatment residues, contaminated empty Containers
Envirosafe Services of Idaho Grandview, ID	IDD 837 156 217	800-727-9969 Amy Bennet	Class I Hazardous Waste Landfill	Treatment residues, contaminated empty Containers
Oregon Waste Systems Arlington, OR	ORD 391000 000	541-454-2030 Russ Smith	Class I Hazardous Waste Landfill	Treatment residues, contaminated empty Containers
Evergreen Environmental Newark, CA	CAD 982-413-262	949-575-7770 Susan Hall	Rerefining / Recycling	Used Motor Oil
Crosby and Overton Elk Grove, CA	CAD 028 409 019	562432-5445 Christine Tibbetts	Fuels Blending	Oil Based Paint
Kamp's Propane Elk Grove, CA	None	916-685-7375 Bill Traylor	Recycling	Propane Cylinders

Ash Residual Management

Should the County wish to incinerate wastes, please be advised that the resultant ash from the incineration process will be landfilled at the following facilities for the noted incinerators.

Ensco's primary ash residual facilities:

Chemical Waste Management, Inc.
PO Box 55
Highway 17 N, mile marker 173
Emelle, AL 35459
(205)652-9721
ALD000622464

Chemical Waste Management, Inc.
Route 2
PO Box 1955
Sulphur, LA 70663
(318)583-2169
LAD00077720 1

USPCI/Laidlaw
Lone Mountain Landfill
Route 2
PO Box 170
Waynoka, OK 73860
(405)697-3500
OKD065438376

Aptus Aragonite's primary ash residual facilities:

USPCI/Grassy Mountain Facility
3 miles east, 7 miles north of exit 41 off Interstate 80
Clive, UT 84029
(801)595-3900
UTD991301748

Rollins/Highway 36 Land Development Co.
Deer Trail, CO
(800)392-3636
COD99130048

Philip would be pleased to work with the County of Santa Cruz should the use or non-use of specific final disposal facilities by Philip for final management be requested for Santa Cruz County Waste.

HHW Experience and References

This section is written in response to the County of Santa Cruz RFP, Section 3 Experience and References. Section 3.0 contains information regarding Philip's California HHW Experience.

3.1 Philip's Experience and References

Philip has over 8 years experience serving Cities and Counties all over California

As one of the largest HHW management contractors in North America, and a dominant service provider in the Northern California region, Philip HHW Services provides hundreds of days of collection each year and manages a number of permanent HHW/CESQG collection event programs. Philip is the current contractor for 11 of the 22 permanent facility programs in Northern California. The table below displays Philip's local PHHWCF clients whose programs are similar to the County of Santa Cruz.

We are confident that Philip has both the specific experience and corporate qualifications necessary to successfully service the County's program. Philip strongly encourages the County to contact the following references to confirm our excellence in all aspects of permanent HHW collection program service and operation. We have limited our references to those similar to the County's as requested in the RFP. We would be happy to provide a list of all HHW programs serviced by our local office.

Philip Permanent HHW Collection Facility References, Northern California

customer	Contact and Phone #	Description of Program	Performance Period
<i>City of San Rafael (in partnership with Marin Recycling)</i>	Captain Bradly Mark (415) 4853308	Program management, operations and waste management from a Regional PHHWCF servicing up to 300 cars one-day each week at a privately owned MRF.	1995-present
<i>Monterey Regional Waste Management District</i>	Ricky Ross (408) 384-53 13	PHHWCF start-up training for staff, on -going technical support and waste transportation and management	1996-present
<i>Nortech Waste Systems (western Placer Regional Waste Management Authority)</i>	Nortech Waste Jackie Buckle (916) 645-5230 WPRWMA Jim Durfee (530) 889-7748	PHHWCF operations, on-going technical support, training and waste transportation and management	1996-present
<i>City of Salinas</i>	Kurt Hunter (83 1) 758-7925	PHHWCF start-up training for staff, on -going technical support and waste transportation and management	1997-present
<i>Truckee</i>	Kevin Delaney (530) 587-4155 X18	PHHWCF start-up training for staff, on -going technical support and waste transportation and management	1999-present
<i>Mendocino</i>	Mike Sweeney (707) 468-9710	PHHWCF start-up training for staff, on -going technical support and waste transportation and management	1999-present

Additional references available upon request

Philip Services
*Contract and
Insurance*

This section is written in response to the County of Santa Cruz RFP Contract Section. Section 4.0 contains our Statement of Concurrence with the proposed contract, as well as a standard insurance certificate.

4.1 Statement of Concurrence with Contract

Philip, without qualification, accepts the terms and format of the Santa Cruz County PHHWCF Service contract as was provided in the RFP. Please see the following example insurance certificate that demonstrates our capability to meet or exceed all insurance requirements as outlined in the contract.

Contract Pricing

This section is written in response to the County of Santa Cruz RFP, Pricing Section. Section 5.0 contains information regarding Philip's cost proposal, as well as the required Appendix 2 submittal form.

5.1 Philip Cost Proposal

Philip is pleased to submit the following cost proposal. Please see the following page for the required price sheet, **Appendix 2**.

All current packaging methods utilized by Santa Cruz County are acceptable and preferred by Philip. Although we believe the County is currently operating at optimal efficiency, Philip would be happy to discuss and recommend alternatives to current operating methods. All prices listed on Appendix 2 are turnkey, covering management, transportation, and customer service.

Material pricing has been provided in Appendix 2 for common materials used in HHW operations.

APPENDIX 2

0497

Santa Cruz County Department of Public Works Transportation and Disposal Pricing

Name of Company Bidding: Philip Transportation & Remediation Inc.

LAB PACK

DESTRUCTIVE INCINERATION - PROPOSED DISPOSAL FACILITY: See Section 2

Liquid - 55 Gal	\$ 240 ea.	Includes transportation
Solid - 55 Gal	\$ 240 ea.	Includes transportation

TREATMENT - PROPOSED DISPOSAL FACILITY: See Section 2

Liquid - 55 Gal	\$ 185 ea.	Includes transportation
Solid - 55 Gal	\$ 185 ea.	Includes transportation
Oxidizers - 55 gal	\$ 200 ea.	Includes transportation
Reactives	\$ 9.00 per pound excluding packing material \$40 per drum minimum	

FUELS BLENDING – PAINT RELATED MATERIALS – NOT BULK WASTE

PROPOSED DISPOSAL FACILITY: See Section 2

55 Gal	\$ 145 ea.	Includes transportation
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(BULK WASTE)

FUEL SUBSTITUTE - PROPOSED DISPOSAL FACILITY: See Section 2

55 Gal <10% solids	\$ 115 ea.	Includes transportation
55 Gal >10% solids	\$ 155 ea.	Includes transportation

AEROSOLS PROPOSED DISPOSAL FACILITY: See Section 2

55 Gal	\$ 205 ea.	Includes transportation
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PAINT BOX - PROPOSED DISPOSAL FACILITY: See Section 2

40 or 20 Yard Box	\$ 2,100 per layer	Includes transportation
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HOUSEHOLD BATTERIES - PROPOSED DISPOSAL FACILITY: See Section 2

55 Gal	\$ 260 ea.	Includes transportation
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FLUORESCENT LIGHT TUBES – PROPOSED DISPOSAL FACILITY: See Section 2

55 Gal	Includes containers a	n	d
	transportation		

LABOR

Chemist*	\$ 40 per hour	Pricing is for time worked on-site only
Technician*	\$ 28 per hour	Pricing is for time worked on-site only

* All labor will be OSHA 40-hour trained at a minimum.

[MATERIALS]

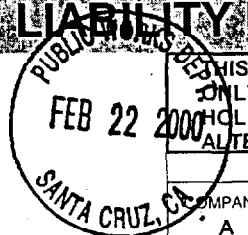
55 Gallon Drums	Open-head Steel	\$ 20 per drum
55 Gallon Drums	Bung-top Steel	\$ 32 per drum (1-10 / order)
		\$ 20 per drum(>10 / order)
5 Gallon Drums	Plastic, with lids	\$ 680 per pallet (120 count)
Dumpster Liners	20 or 40 CY size	\$ 40 per liner
Absorbent	Diasorb, 33 pound bag	\$ 240 per pallet (60 bags)

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURED
COPYDATE (MM/DD/YY)
02/15/2000

PRODUCER

WILLIS CANADA (1999) INC.
145 KING ST. WEST SUITE 1200
TORONTO, ONTARIO M5H 1J8 CANADA
ATTN: JUDY HULCOOP



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED	PHILIP TRANSPORTATION AND REMEDIATION, INC. AND/OR ALLWASTE TRANSPORTATION AND REMEDIATION A WHOLLY-OWNED SUBSIDIARY OF PHILIP SERVICES CORP. 395 WEST CHANNEL ROAD BENICIA, CA 94510 ATTN: MARK MOONEY FAX-707-748-3058	COMPANY A	COMMERCE & INDUSTRY INSURANCE COMPANY
		COMPANY B	RELIANCE NATIONAL INDEMNITY COMPANY
		COMPANY C	AMERICAN INTERNATIONAL SPECIALTY LINES CO.
		COMPANY D	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL1 525551	10/31/99	10/31/00	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AL TOMOBILE LIABILITY	CA7666205	10/31/99	10/31/00	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> MCS90				
	<input checked="" type="checkbox"/> CARGO LIABILITY \$100,000.				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	BE1 525552	10/31/99	10/31/00	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	NWA0 157041-00	06/30/99	06/30/00	<input checked="" type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
C	OTHER CONTRACTORS POLLUTION LIABILITY POLLUTION ERRORS & OMISSIONS LIABILITY	COPS2675472	10/31/99	10/31/00	\$5,000,000 PER OCCURENCE \$5,000,000 AGGREGATE INCLUDING ASBESTOS ABATEMENT & LEAD ABATEMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

UNDER THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES WAIVER OF SUBROGATION AND ADDITIONAL INSURED EXTENSIONS ARE GRANTED TO THE EXTENT REQUIRED BY WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.
WORKERS COMPENSATION WAIVER OF SUBROGATION/ALTERNATE EMPLOYER EXTENSIONS ARE GRANTED TO THE EXTENT REQUIRED BY WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.
RE: BUT ONLY WITH RESPECT TO ANY AND ALL SERVICES PERFORMED BY PHILIP SERVICES CORP., ITS AFFILIATES AND SUBSIDIARIES.

CERTIFICATE HOLDER

SANTA CRUZ COUNTY
SOLID WASTE ENGINEERING DIVISION
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA
95060
ATTN: BRIAN KENNEDY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE