

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, State of Vermont Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and US Ecology, Inc d/b/a NRC East Environmental Services, Inc, with a principal place of business in Williston, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Hazardous Response and Material Collection & Disposal. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$750,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on August 1, 2023 and end on July 31, 2025 with the option for two, twelve-month renewals upon mutual agreement by both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: John Kelliher

Phone: (802) 923-1445

Email: [John.kelliher@usecology.com](mailto:John.kelliher@usecology.com)

b. **For the State:**

Name: Mike Kennedy

Phone: (802) 249-5058

Email: [Michael.n.kennedy@vermont.gov](mailto:Michael.n.kennedy@vermont.gov)

9. **Attachments.** This contract consists of 24 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D- State of Vermont – Federal Terms Supplement (non-construction)

Exhibit A- Price Schedule

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment C (Standard Contract Provisions for Contracts and Grants)

(3) Attachment D (State of Vermont – Federal Terms Supplement (non-construction))

(4) Attachment A

(5) Attachment B

(6) Exhibit A (Price Schedule)

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide services in accordance with the following:

1. The following principle activities are anticipated in support of this contract:

- Hazardous waste sampling and analysis.
- Provide Emergency Spill Response resources within 2 hours of request.
- Waste stream characterization, and definition of each applicable EPA ID Code.
- Properly and accurately develop the applicable Hazardous Waste Manifest, as required by the State of Vermont, and federal laws.
- Provide appropriate Department of Transportation Containers to contain and ship hazardous waste. This will include providing all the proper labels to meet DOT and EPA Regulations for the safe handling and shipping.
- Ensure proper handling of containers and waste so as not to create a potential for spillage and environmental contamination.
- Personnel conducting waste sampling, handling and disposal shall be properly trained, qualified, and equipped to conduct hazardous waste spill response activities. All personnel conducting waste collection shall meet the minimum criteria contained in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
- Safely transport and dispose of all wastes at an approved hazardous waste disposal location, meeting the requirements contained in 40 CFR 264.
- The Contractor is required to submit to the State of Vermont all appropriate documentation within the required timeframe to validate the entire process from time of material pickup to ultimate disposal.
- The Contractor shall prepare and submit a report summarizing activities to profile and identify waste; remove, transport, and dispose of waste, and include all applicable documentation, such as manifest, bill of lading, etc.
- Underground Storage Tank closure services in accordance with the Department of Environmental Conservation's Underground Storage Tank Rules. Services to include closure notification to the Department of Environmental Conservation, earthwork, tank cleaning, tank removal and disposal, excavation and stockpiling and disposal of soil contaminated with petroleum hydrocarbons, confirmation soil sampling, and closure reporting.
- The State may request that the Contractor perform other tasks, at a mutually agreed scope, fee schedule, and payment schedule based on rates provided in proposal.
- Hazardous material spill cleanup as required by the Department of Environmental Conservation's Spill Program. Services to include initial assessment and determination of what corrective action is necessary, providing all equipment and personnel necessary to collect and containerize spill debris (i.e. used absorbent material), and excavate impacted soil as necessary. The contractor will provide for all coordination of the spill cleanup activities including the proper temporary storage and disposal of waste and impacted material per the Vermont Hazardous Waste Management Regulations, confirmatory sampling, and spill summary reporting. See Section 2.7 for additional requirements for emergency spill response.

2. **Hazardous Material Collection and Disposal:** The primary waste streams anticipated are from the following sources:

- Automotive wastes
- Flammable liquids
- Halogenated and non-halogenated organic solvents
- Paint and paint products
- Acid, alkaline and aqueous solutions with and without heavy metals
- Lab pack pesticides/herbicides and other chemicals
- Aerosol cans
- Liquid oxidizers and solid bulk oxidizers
- Liquid mercury and mercury saturated articles
- Vinyl asbestos tile or other conditionally exempt asbestos containing materials
- Soil contaminated with petroleum hydrocarbons
- Soil contaminated with solvents
- Soil contaminated with heavy metals other than mercury
- Debris contaminated with chemicals
- Heavy metal bearing solids
- Propane tanks
- Unknown compressed gases
- Hazardous sludge
- PCB contaminated materials
- Low-level radiological waste
- Batteries (nickel/cadmium; lead)
- Lab pack non-compatible chemicals
- Regulated drugs
- Mercury containing wastes
- Other unknown chemicals

**3. Waste Collection and Transport:** Contractor will ensure that all waste materials are appropriately sorted, packed, collected from the State Facility and transported to an approved recycling, treatment or disposal facilities in accordance with all applicable regulations. Pick-up will be scheduled within five business days of notification.

- Contractor is responsible for notifying the requesting Agency 24 hours prior to pick-up to confirm scheduled pick-up time or request a change.
- Contractor is responsible for preparing all required shipping papers for the transport of item under the contract
- Contractor is responsible for pick-up waste from the requesting Agency within 10 business days from initial request, unless otherwise requested.
- Contractor is responsible for classifying package or repackaging waste as necessary in DOT approved shipping containers.
- Contractor is responsible for providing appropriate labels to meet shipping requirements.

- Contractor is responsible for excavation and loading containers with contractor provided equipment and labor.
  - Contractor is responsible for transport of waste to designated facilities within timeframes specified in the Vermont Hazardous Waste Management Regulations (VHWMR).
  - Contractor is responsible for submitting itemized invoice and forwarding copies of hazardous waste shipping papers to the appropriate parties within required time frames as specified in the VHWMR.
  - Contractor is required to provide a 24/7 toll-free phone number for placing orders and for answering questions about services provided.
4. **Identification of unknowns and management of abandoned waste:** The Contractor will provide for profiling, identification and the safe collection and disposal of abandoned hazardous waste or other unknown waste.
- Respond within 3 business days to calls for management of abandoned waste
  - Wear appropriate PPE in accordance with all regulations.
  - Perform field chemical screen for unknown wastes.
  - Provide analytical services to characterize waste if field screenings are not sufficient.
  - Provide on-site sample collection services.
  - Repack or over pack the container in which it was found.
  - Move waste to a safe area for the time required for lab analysis.
  - Manifest and provide safe disposal of waste.
  - Provide lab data and any other relevant information to the requesting Agency.
  - Contractor will provide a description of available field screening and in-house laboratory service and submit certification information for any contract laboratories used to perform analysis.
  - Contractor to provide a plan for identifying and managing abandoned or unknown waste.
5. **Recycling and disposal services:**
- Contract shall provide for the ultimate disposition of wastes at approved facilities through the following methods if appropriate:
    - Recycled
    - Reclaimed
    - Neutralized or treated
    - Fuel Blended
    - Incinerated
    - Landfilled
  - The contractor shall ensure that Receiving Facilities will recycle or reclaim; neutralize or treat; dispose of remaining waste material and send appropriate copies of all manifests back to the requesting facility within regulatory time limit.
  - The contractor will send a certificate of recycling for all recycled materials to the requesting facility.
  - The contractor will send a certificate of destruction for all non-recycled material to the requesting facility.

6. **Storage Containers:** Contractor will provide in their bid response a list of all storage containers necessary for proper handling of hazardous materials, including but not limited to: 5 gallon pail, 30 gallon drum, 55 gallon drum, cubic yards boxes.
7. **Emergency Response and Immediate Response Services:** Certain conditions require immediate emergency actions of limited scope and duration, to protect public health and the environment.
  - Contractor is required to respond within three hours of being contacted by the requesting Agency.
    - 7.1..1. Equipment and personnel will be on-site and ready to begin work within two hours or other timeframe as approved by the requesting agency.
  - Contractor will provide a detailed description of available emergency response services and process for addressing emergency situations.
8. **Medical Waste Collection and Disposal:**
  - Contractor will provide evidence of their ability to provide services for the following categories as defined by the Vermont Solid Waste Management Rules:
    - Pathological waste: human tissues, organs, and body parts
    - Human blood, blood products and other bodily fluids
    - Cultures and stocks of infectious agents
    - Contaminated sharps
    - Unused sharps
    - Infectious isolation waste
    - Animal and bird carcasses
    - Chemotherapy waste
  - At no added charge Contractor will provide evidence of a full service program to include all packaging supplies and labels, transportation, proper disposal and manifesting of a requesting facility's infectious waste in compliance with all Federal, State and Local regulations.
  - Contractor will provide evidence of compliance with all Federal, State and Local regulations to include but not limited to samples of tracking system pick-up, transporting , disposing of medicals waste using a manifest system or similar system.
  - All transportation will be in a properly permitted and licensed vehicle in accordance with all Federal, State and Local regulations.
  - Contractor will transport medical regulated waste to a permitted and certified disposal location. Contractor will furnish a copy of the certification for permitting disposal of medical waste with a contingency plan to eliminate any potential interruption of service. All locations will be identified.
  - Contractor will pick-up between the hours of 8:00 AM- 3:00 PM Monday thru Friday.
  - Contractor will offer in-service education regarding medical waste disposal which will be conducted by qualified training personnel of the contractor's staff.
  - Contractor will identify current or proposed recycling methodologies that will be used to carry out their services under the contract.
9. **Permits:** Contractor will provide documentation that the all applicable transporters and receiving facilities posses all Federal, State and Local permits and licenses necessary to provide the services offered in response to this RFP. Documentation will include the dates and activities for which permits

are valid, permit numbers, and the names of specific individuals at each regulatory agency that may be contact to discuss the permits. Please do not include a full copy with your submission; however one may be required upon request.

10. **Contractor Responsible Spills:** The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligation and which occur as a result of or are contributed to by the actions of its agents and employees. The Contractor shall be responsible for clean-up of spills in accordance with applicable federal, state and local laws and regulations. The Contractor will clean up and dispose of spill debris at no additional cost to the State or Agency..
  - 10.1. The contractor shall supply proof that they are currently approved and licensed by the Vermont Agency of Natural Resources and have no current violations.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the ordering agency.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as shown in Exhibit A (Price Schedule).

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

**Attachment D****STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)****for all Contracts and Purchases of Products and Services Using Federal Funds**

(Revision date: July 28, 2022)

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

#### **TERMINATION FOR CONVENIENCE**

##### **1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

##### **2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
  - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
  - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
- ##### **3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

#### 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

The following 11 pages consist of:

Exhibit A (Price Schedule)



A Republic Services Company

## Exhibit A (Price Schedule)

<b>LABOR</b>	<b>STRAIGHT TIME</b>	<b>OVER TIME (1.5) (After 8 hours)</b>	<b>HOLIDAY/ER (2X)</b>
Project Manager	120.00	180.00	240.00
Environmental	110.00	165.00	220.00
Chemist	100.00	150.00	200.00
Project Supervisor	110.00	165.00	220.00
Foreman	105.00	157.50	210.00
Equipment Operator/Driver	100.00	150.00	200.00
Field Technician	90.00	135.00	180.00

  

<b>EQUIPMENT</b>	<b>HOURLY</b>	<b>DAILY</b>
Pickup Truck	N/A	225.00
Vacuum Truck (3000g Capacity)	105.00	N/A
Turbo Vactor Truck (GapVax)	165.00	N/A
Hazardous Waste Box Truck-Large	105.00	1050.00
Hazardous Waste Box Truck-Small	80.00	800.00
Roll-Off Truck	105.00	N/A
6 Wheel Dump Truck	55.00	N/A
Utility Truck (c/w small Power & Hand Tools)	N/A	375.00
Emergency Response Truck	85.00	N/A
Emergency Response Trailer	N/A	600.00
Mini Excavator	N/A	950.00
Skid Steer	N/A	750.00
Frac Tank (21,000g Capacity-MOB/DEMOB ADD.)	N/A	65.00
Confined Space Entry Package	N/A	375.00
Pressure Washer	N/A	100.00
PID/LEL	N/A	150.00
OSHA Level C PPE(Per Changeout	N/A	135.00

  

<b>MATERIALS</b>	<b>UNIT RATE</b>
55-Gallon Steel Drum (Open or Closed Top-RECON)	<b>70.00</b>
55-Gallon Poly Drum (Open or Closed Top-RECON)	70.00
30-Gallon Poly Drum (Open or Closed Top-RECON)	60.00
15-Gallon Poly Drum (Open or Closed Top-RECON)	55.00
5-Gallon Pail (New)	35.00
275-Gallon Portable Tote Tank (RECON)	325.00
85-Gallon Steel Overpack Drum	325.00
95-Gallon Steel Overpack Drum	375.00
Poly Sheeting (6mil, 20'x100')	160.00
5" Boom (4x10' Sections per Bale)	280.00
Oil Absorbent Pads (Bale)	150.00
Cubic Yard Box w/ Pallet	140.00

US Ecology, INC  
280 Commerce Street-Williston, VT 05495-802-488-3900  
**24-Hour Emergency Response 800-899-4672**

## Exhibit A (Price Schedule)

Material Categories	Method Of Disposal	Unit Of Measure	Unit Price
Automotive Waste	Metals-Antifreeze-Treatment	Gallon	\$4.10
Automotive Waste	Halogens-Motor Oil-Recycle	Gallon	\$4.10
Flammable Liquids (Assumes Non-Listed)	Fuel Blending FLF1 No Water	Gallon	\$4.90
Flammable Liquids (Assumes Non-Listed)	Fuel Blending FLF2 25%Water	Gallon	\$7.00
Halogenated & Non-Halogenated Organic Solvents -DLI	Incineration <25% TOC	Gallon	\$7.50
	Incineration Concentrated	Gallon	\$14.70
	Incineration Halogen Sludge	Gallon	\$21.30
Paint and Paint Products-Bulk-FUF3	Fuel Blending	Gallon	\$12.20
Paint and Paint Products-Loosepack-2PI	Incineration	Gallon	\$19.90
Acid, Alkaline and Aqueous Solutions with Heavy Metals	ALT1 Treatment	Gallon	\$7.90
	BLT1 Organics Treatment	Gallon	\$22.60
Lab Pack pesticides/herbicides and other Chemicals *50LB Minimum for 55g Drum*	Incineration	Pound	\$16.50
Aerosol Cans *150LB Minimum*	Universal Waste	Pound	\$2.00
Liquid Oxidizers and solids bulk oxidizers CXLS Stabilization	LP Organic *\$895/Min/55g*	Pound	\$12.05
	LP Liquid/Solid *\$830/Min/55g*	Pound	\$12.05
	Bulk Liquid Organics		CBC
	CBC Solids non-chlorinated -no Debris *\$1230/Min/55g*	Pound	\$3.10
Liquid Mercury and Mercury saturated articles	Retort Recycled-Debris	Pound	\$63.75
Vinyl asbestos tile or other conditionally exempt asbestos containing materials	Landfill *400lb minimum for 55g*	Pound	\$1.25
Soil Contaminated with petroleum hydrocarbons (non-flammable, no free liquids)	Landfill *400lb minimum for 55g*	Pound	\$0.55
Soil contaminated with solvents (no PCBs)	Incineration Soil 1 *400lb minimum for 55g*	Pound	\$1.95
Soil contaminated with heavy metals other than mercury (no PCBs)	Soil 2 Stabilization Incineration *400lb minimum for 55g*	Pound	\$1.95
Debris contaminated with Chemicals	Stabilization-DSSC-Non-Flammable*400lb minimum for 55g*	Pound	\$1.15
	Stabilization-DSSL1 Listed *400lb minimum for 55g*	Pound	\$4.15
	Stabilization-FDF-Flammable	<250	\$350.00

## Exhibit A (Price Schedule)

		<500	\$535.00
		>500	\$670.00
Heavy Metal bearing solids	DSSC Stabilization *400lb minimum for 55g*	Pound	\$1.15
Propane Tanks	Recycle (1LB Size)	Each	\$8.50
Unknown Compressed Gases	CBC		CBC
Hazardous Sludge (Assumes non-PCB, non mercury) *assumes 50g capacity for 55g drum*	DUSL 1, DUSL 2, Stabilization <500ppm vocs	Gallon	\$25.30
	DUSL 1, DUSL 2, Stabilization >500ppm vocs	Gallon	\$33.10
PCB Contaminated Materials *based on 400lb min 55g*	Landfill (incineration OBC)	Pound	\$1.45
Low Level radioactive materials			CBC

\*Billing Will be based on 55-gallon drum size for liquids, not contents.

\*Waste not listed above to be billed at cost plus 25%

## Exhibit A (Price Schedule)

**State of Vermont  
Office of Purchasing & Contracting  
Emergency Response, Hazardous Waste, Universal Waste and Medical Waste Disposal**

NRC East Environmental Services, INC. (NRC) will provide testing, handling and removal services for unknown waste in the following situations, with the following exceptions:

**Situation #1** NRC will respond with two men in modified Level C PPE to obtain samples of illegally dumped unknown chemicals when it is safe to assume that such PPE will be sufficient, This PPE included Tyvek Suits, Full face respirators with appropriate cartridges, nitrile gloves, etc. This approach is considered suitable for automotive chemicals and paint related wastes that, although unknown, can be sufficiently pre-categorized by container type and visual screening.

Disposal of waste once analytical results received assumes hazardous material D001, D008 only (no PCBs, Mercury, Pest/Herb, Reactives, Oxidizers, etc)

**\$5250.00 per event plus \$900.00 per sample (full waste characterization rate)**

**Situation #2** NRC will respond with two men in level B PPE with supplied air and one support man to obtain samples of illegally dumped unknown chemicals and to set up containment zones (exclusion, decon, safe) for worker safety. This PPE includes full Level B Tyvek Suits, supplied air respirators with appropriate safety gear, nitrile gloves, 5 gas meter, and photoionization Detector. This approach is considered suitable for many situations such as caustic, heavy metals, pesticides and unknown unlabeled jars encountered in abandoned households or commercial locations.

Disposal rate NOT included - disposal to be based on sample results.

**\$10750 per event plus \$900.00 per sample (Full waste characterization rate)**

NRC will not handle Dioxins, radioactive materials, explosives, or unknown, undocumented reactive materials.

These situations do not apply to response to illicit drug manufacturing operations.

Pricing for both situations include mobilization, de mobilization, and two (2) hours on site. Additional time on-site is billed hourly per the rates in this contract. Pricing does not include confined space entry situations. If required/requested, NRC can respond to situations in confined spaces and will invoice in accordance with the attached rate sheets for the additional items required/utilized.

Pricing for both situations include returning to site to overpack (one 85-gallon steel overpack) and transport for disposal.

Situation #2 does NOT include disposal; disposal to be determined based on analytical results.

[National Response Corporation](#)  
280 Commerce ST \*Williston, VT 05695\*Tel 802.488.3900\*fax 802.488.3950  
24-Hour Emergency Response 800.899.4672\*[www.nrcc.com](http://www.nrcc.com)

## Exhibit A (Price Schedule)

The attached price schedule is for the following category/categories and District/Districts:

- X **Emergency Response**
- X **Hazardous Waste Disposal**
- X **Universal Waste Disposal**

AOT District 1	X
AOT District 2	X
AOT District 3	X
AOT District 4	X
AOT District 5	X
AOT District 6	X
AOT District 7	X
AOT District 8	X
AOT District 9	X

For a map of the location of districts go to: <https://vtrans.vermont.gov/operations/districts>

Please note: Department of Transportation (AOT) districts are being used for geographical reference only. Services may be required from any State agency within the district, not just AOT entities.

**Exhibit A  
(Price Schedule)**

Material Storage Containers and Packing Materials

<b>Storage Container</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
5 Gallon Pail	EA	\$40.00
30 Gallon Drum (Poly)	EA	\$60.00
55 Gallon Drum (Steel)	EA	\$75.00
Cubic Yard Box	EA	\$140.00
85 Gallon over drum	EA	\$350.00

\*Price above is for Recon Drums\*

Please provide a detailed list of packing/filling materials such as vermiculate and charcoal to include pricing.

<b>Packing Materials</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
Vermiculite	EA	\$50.00
Charcoal	EA	\$N/A

**Exhibit A  
(Price Schedule)**

**Hourly Labor Rates**

For labor rates above and beyond normal duties of transporting waste, such as packing or repacking, waste materials etc. Labor charges should not include time required to load pre-packed drums or transferring materials from tanks to collection vehicle.

		<b>Hourly Labor Rate</b>
Monday – Friday	7:45 AM to 4:30 PM	\$100.00
Monday – Friday	After 4:30 PM	\$150.00
Saturday or Sunday	7:45 AM to 4:30 PM	\$200.00
Saturday or Sunday	After 4:30 PM	\$200.00
Overtime Rates	Over 8 hours	\$150.00
State Holidays		\$200.00

\*Labor Rates presented are for driver/operator, please see attachment 1 for ER rates and other personnel. \*

<b>Testing, Handling and Removal Services</b>	<b>Cost</b>
1. See attachment situation #1 (Attachment 3)	\$6150
2. See attachment situation #2 (Attachment 3)	\$11,650

## Exhibit A (Price Schedule)

### Transportation Charges

Contractor will provide the maximum shipping charge for the collection and transportation for quantity of items listed. These prices will include all costs associated with drivers and trucks.

Region	Quantity		
	1-5 Items *	6-10 Items *	Over 10 Items *
AOT District 1	\$325.	\$350.	Base (6-10)+\$10/Drum
AOT District 2	\$325.	350.	
AOT District 3	\$250.	275.	
AOT District 4	\$250.	275.	
AOT District 5	\$150.	175.	
AOT District 6	\$200.	225.	
AOT District 7	\$300.	325.	
AOT District 8	\$225.	250.	
AOT District 9	\$325.	350.	

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*\*Based on 55g drums site a tote would be equivalent to  
4 drum spaces\**

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**Exhibit A  
(Price Schedule)**

Medical Waste Collection and Disposal

Region	Containers	Cubic Foot Boxes	Other
AOT District 1	Per lb \$17.50	Per lb \$N/A	Per lb \$ N/A
AOT District 2	Per lb \$17.50	Per lb \$N/A	Per lb \$ N/A
AOT District 3	Per lb \$15.00	Per lb \$N/A	Per lb \$ N/A
AOT District 4	Per lb \$15.00	Per lb \$ N/A	Per lb \$ N/A
AOT District 5	Per lb \$11.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 6	Per lb \$13.30	Per lb \$ N/A	Per lb \$ N/A
AOT District 7	Per lb \$16.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 8	Per lb \$14.15	Per lb \$ N/A	Per lb \$ N/A
AOT District 9	Per lb \$17.50	Per lb \$ N/A	Per lb \$ N/A

All pricing includes transportation and services for Medical/Infectious Regulated Waste Collection and Disposal.

Notes:

- Assumes 30-gallon container, only, cannot be metal or black.
- Waste cannot be loose in cubic yard boxes.
- Assumes non-RCRA, regulated medical waste.
- Waste will be combined with other pick-ups and schedule will vary based on schedule and volume.
- Assumes 30lb minimum per container.

## Exhibit A (Price Schedule)

### Hazardous Waste Cost Estimates

ESTIMATE #1: Project to collect, label, transport and dispose of a 55-gallon drum containing 20% perchloroethylene located in Newport Vermont.

Collect, label and manifest	\$ 350. drum
Disposal	\$ 995. drum
Total	\$ 1345.

ESTIMATE #2: Sample and analyze for metals and volatile organic compounds using the TCLP procedure and one 55-gallon drum located in Newport Vermont. Please define your sample procedure and equipment and indicate cost associated with the entire process.

Sample and analyze -	\$950. Drum (assumes within 4-hour maximum for time to sample)
Collect, label and manifest -	\$350. Drum (Waste transportation, paperwork)
Disposal	- \$220. Drum (assumes results show non-regulated and no overpack needed)
Total	\$1520.

ESTIMATE #3: Define sample costs for a full waste characterization to include ignitability, reactivity, corrosivity, and toxicity. US EPA TCLP protocols will be followed to fully define toxicity. Please provide your standard sampling process/procedure manual.

If applicable, when would the cost per sample vary? Please define and provide alternate sample costs.

\$ 1095.

**\*If PFAS/PFOAS is required it is an additional fee at cost plus 20%\***

**Exhibit A  
(Price Schedule)**

<b>Material Categories</b>	<b>Method of Disposal</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
Pharmaceutical Bins (Flammable)	Incineration	Pound	\$2.15
Non-Hazardous Pharmaceutical Bin	Incineration	Pound	\$2.10
Aerosols	Universal	Pound	\$2.00
Ammonia Inhalants Pharmaceutical Bins (Flammable, Corrosive)	Incineration	Pound	\$2.00
Human blood, blood products and other bodily fluids	30lb Min	Pound	\$6.65
Contaminated sharps	30lb Min	Pound	\$7.25
Unused sharps	30lb Min	Pound	\$7.25
Manifesting, Loading & Transportation		Per Drum Run	\$2050

\*10 Hour Day with driver and large box truck\*

\*Pharmaceutical bins (flammable) per drum disposal rates  
\$565/55, \$465/30, \$365/15, \$235/5

\*\*Pharmaceutical bins (non-RCRA Regulated) per drum disposal rates  
\$550/55, \$440/30, \$335/15, \$235/5

\*\*Ammonia Inhalants Pharmaceutical minimums  
\$1430/55, \$895/30, \$525/15, \$495/5