

**PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED CHEMICAL  
TRANSPORT, INC FOR 2021 AND 2022 HOUSEHOLD HAZARDOUS WASTE  
EVENTS**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and ADVANCED CHEMICAL TRANSPORT, INC, a California corporation, ("Contractor"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party", for the project entitled "2021 AND 2022 Household Hazardous Waste Events."

**RECITALS**

A. City desires to retain a contractor to assist in two annual collection events for household hazardous waste and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The open market procedures have been satisfied to the extent they apply.

C. The Parties have set forth below contemplated services Contractor will provide City, including payment terms for such services and products.

**AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONTRACTOR'S DUTIES:** Contractor agrees to perform the professional services (the "Work") detailed in Exhibit A and Exhibit B.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for (the "Work") in an amount not to exceed \$80,000, in accordance with the price sheet set forth in Exhibit A and Exhibit B.

3. **CONTRACTOR BILLING:** Contractor shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL:** The term of this Agreement starts on September 8, 2021 and ends on June 30, 2022. Following the initial term, the Parties may not renew or extend this Agreement.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Contractor with all data, information and other supporting services specified in Exhibit A.

6. **CONTRACTOR'S STANDARD OF PERFORMANCE:** While performing the services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor commits in the performance of this Agreement.

7. **NOTICES:** All notices to the a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction  
Heather Hodgman  
Project Manager  
575 E Baseline Ave  
Apache Junction, AZ 85119

If to Contractor: Frank Sanchez  
Project Manager  
Advanced Chemical Transport, Inc  
6212 S 75<sup>th</sup> Ave, Ste 4  
Laveen, AZ 85339

8. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

#### **REQUIRED COVERAGE**

##### **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Contractor's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's Commercial General Liability insurance.

#### Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Contractor has no employees for whom workers' compensation insurance is required, Contractor shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

In case any work is subcontracted, Contractor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Contractor.

#### **Certificates of Insurance**

Prior to commencing work or services under this Agreement, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **APPLICABLE LAW AND VENUE**: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in

such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon thirty days (30) days written notice. If this Agreement is terminated, City shall be reimbursed from Contractor the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its boardmembers and appointed officers, officials, agents, and employees from and against any

and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subconsultant in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subconsultants in the performance of this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify City, its boardmembers and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subconsultant or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. **TAXES:** Contractor shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Contractor which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS & FEES:** Unless otherwise provided in this Agreement, Contractor shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the obligations. Contractor represents and warrants that any license necessary to perform the services under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

15. **RECORDS:** Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting

basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.

17. INDEPENDENT CONTRACTOR: City and Contractor agree and understand that the relationship between both Parties is that of an independent contractor.

18. WAIVER OF TERMS AND CONDITIONS: The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If

state law is amended, the Parties may modify this paragraph consistent with state law.

20. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. **SEVERABILITY:** City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. **SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it without the previous written consent of City.

23. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Contractor shall make all necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

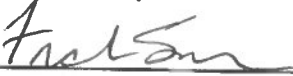
25. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

26. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, Contractor and City have executed this Agreement as of the date first set forth above.

**CONTRACTOR:**

Advanced Chemical Transport, Inc, a  
California corporation



By: Frank Sanchez, CHMM

Its: Branch Manager

**CITY:**

CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation

By: Walter "Chip" Wilson

Its: Mayor

**ATTEST:**

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**Jennifer Pena**  
**City Clerk**

**APPROVED AS TO FORM:**

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**R. Joel Stern**  
**City Attorney**

**EXHIBIT A**

**SCOPE OF WORK**



## One Day HHW Collection Budget-Estimate

**CUSTOMER:**

City of Apache Junction  
575 E. Baseline Ave  
Apache Junction, AZ 85219  
Deliver to: Heather Hodgeman

Date: 11/13/2021  
Participants: 252

Disposal at: ACT-Albuquerque, ACT-Merced, Mesa Oil,  
Amazon Enviro, Lighting Resources, Amerigas, Terrell Battery

QUANTITY	DESCRIPTION	UNIT	RATE	AMOUNT
1	Mobilization/Demobilization	ea	\$2,550.00	\$ 2,550.00
	<b>COLLECTION DAY</b>			
9	Project Manager	hr	\$ 95.00	\$ 855.00
9	Chemist	hr	\$ 75.00	\$ 675.00
12	Technician - Segregation/Driver	hr	\$ 60.00	\$ 720.00
9	Technician - Segregation	hr	\$ 55.00	\$ 495.00
8	Technician - Universal Waste	hr	\$ 55.00	\$ 440.00
12	Technician - Universal Waste/Driver	hr	\$ 60.00	\$ 720.00
8	Technician - Oil and Antifreeze	hr	\$ 45.00	\$ 360.00
8	Technician - Oil and Antifreeze	hr	\$ 45.00	\$ 360.00
9	Technician - Fuels	hr	\$ 55.00	\$ 495.00
8	Technician-Unloading Vehicles	hr	\$ 45.00	\$ 360.00
8	Technician-Unloading Vehicles	hr	\$ 45.00	\$ 360.00
5	Tech/Driver - CRT Unloader/Driver	hr	\$ 60.00	\$ 300.00
5	Technician - Unloader-CRT's	hr	\$ 45.00	\$ 225.00
5	Technician - Unloader-CRT's	hr	\$ 45.00	\$ 225.00
	<b>Drums</b>			
4	Triwall Boxes	ea	\$ 90.00	\$ 360.00
2	275 gal tote	ea	\$ 235.00	\$ 470.00
1	85 gallon steel salvage drum - (new)	ea	\$ 225.00	\$ 225.00
5	55 gallon poly drum o/t	ea	\$ 73.00	\$ 365.00
4	55 gallon drums o/t (reconditioned)	ea	\$ 73.00	\$ 292.00
1	55 gallon steel drum c/t (reconditioned)	ea	\$ 73.00	\$ 73.00
2	14 gallon Poly drum (new)	ea	\$ 73.00	\$ 146.00
3	30 gallon Poly drum (new)	ea	\$ 73.00	\$ 219.00
14	5 gallon pail	ea	\$ 17.00	\$ 238.00
1	4 ft Lamp Drum	ea	\$ 85.00	\$ 85.00
0	8 ft Lamp Drum	ea	\$ 55.00	\$ -
	<b>Materials</b>			
1	See Attached Sheet	ea	\$920.25	\$ 920.25
	<b>DISPOSAL</b>			
1	See Attached Breakdown	ls		\$16,217.45
<b>TOTAL INVOICE</b>				\$ 28,750.70

**City Of Apache Junction HHW  
Waste Disposal Cost**

11/13/2021

Manifest Number: D - Advanced Chemical Treatment, 6133 Edith Blvd NE, Albuquerque, NM

Manifest #	Waste Description	Disposal Method	5GAL QTY	30GAL QTY	55GAL QTY	CY Box QTY	Tote	5GAL COST	30GAL COST	55GAL COST	CY Box COST	Tote COST	TOTAL
1	Aerosol, Flammable/Toxic	Alt. Fuel	0	0	0	1	0	\$95.00	\$184.00	\$195.00	\$780.00	\$0.00	\$780.00
2	Paints/Flam - CYB	Alt. Fuel	0	0	0	3	0	\$0.00	\$0.00	\$235.00	\$490.00	\$0.00	\$1,470.00
3	Paints/Flam - FL	Alt. Fuel	0	0	2	0	0	\$95.00	\$174.00	\$235.00	\$0.00	\$0.00	\$470.00
8	Flam/Toxic Liquid - TLF	Incineration	0	0	1	0	0	\$169.00	\$330.00	\$432.00	\$0.00	\$0.00	\$432.00
9	Toxic Solid - TS	Incineration	0	0	1	0	0	\$134.00	\$254.00	\$330.00	\$0.00	\$0.00	\$330.00
10	Medicines - MED	Incineration	1	0	0	0	0	\$134.00	\$297.00	\$433.00	\$0.00	\$0.00	\$134.00
11	Oxidizer Solid - OXS-CYA	Treatment/Neutralize	1	0	0	0	0	\$196.00	\$548.00		\$0.00	\$0.00	\$196.00
12	Oxidizer Solid - OXS-CYA	Treatment/Neutralize	1	0	0	0	0	\$192.72	\$395.44	\$552.06	\$0.00	\$0.00	\$192.72
13	Oxidizer Solid - OXS-POTP	Treatment/Neutralize	1	0	0	0	0	\$95.00	\$165.00	\$259.00	\$0.00	\$0.00	\$259.00
15	Enviro. Haz Sub. Liq.	WTE	0	0	1	0	0	\$99.00	\$297.00	\$433.00	\$0.00	\$0.00	\$99.00
16	Flam/Corrosive-Amines	Incineration	1	0	0	0	0	\$297.00	\$593.00	\$742.00	\$0.00	\$0.00	\$297.00
17	Zinc Dust-Reactive Labpack	Treatment/Neutralize	1	0	0	0	0	\$99.00	\$297.00	\$433.00	\$0.00	\$0.00	\$99.00
18	Silver Nitrate-Labpack	Treatment/Neutralize	1	0	0	0	0	\$99.00	\$297.00	\$433.00	\$0.00	\$0.00	\$99.00
19	Sodium Hyd-Labpack	Treatment/Neutralize	1	0	0	0	0	\$99.00	\$297.00	\$433.00	\$0.00	\$0.00	\$99.00

Manifest Number: D - US Ecology Hwy 95, Beatty, NV 89003

3	Ammonia Sol. - AMS	Treatment/Neutralize	0	1	0	0	0	\$122.00	\$253.00	\$330.00	\$0.00	\$0.00	\$253.00
4	Acid - CA	Treatment/Neutralize	0	0	1	0	0	\$122.00	\$253.00	\$330.00	\$0.00	\$0.00	\$330.00
5	Alkali - CB	Treatment/Neutralize	0	0	1	0	0	\$122.00	\$253.00	\$330.00	\$0.00	\$0.00	\$330.00
7	Hypo. Liquid	Treatment/Neutralize	0	1	0	0	0	\$98.00	\$209.00	\$274.00	\$0.00	\$0.00	\$209.00
			8	2	7	4	0	21					

Manifest Number: D - Rineco, 1007 Vulcan Road, Benton, AR 72015

1	Bulk Fuel - FLB	Alt. Fuel	0	0	1	0	0	\$0.00	\$0.00	\$170.00	\$0.00	\$0.00	\$170.00
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B.O.L Number: - GreenSheen1626 S. 51st Ave, Phoenix, AZ

								Weight					
Latex Paint - CYB	Recycle	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$445.00	\$0.00	\$0.00
Latex Paint - GreenSheen	Recycle	0	0	0	0	9184	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.62	\$5,694.08
Latex Paint - Bulk	Recycle	0	0	0	0	0	0	\$0.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00

B.O.L. Number: D - Mesa Oil, 209 S. 57th Ave, Phoenix, AZ 85043

								Gallons	Tote				
Used Oil	Recycle	0	0	0	0	425	2	\$0.00	\$75.00	\$85.00	\$0.00	\$259.00	\$518.00
Oil/Water	Recycle	0	0	0	1	55	0	\$0.00	\$70.00	\$165.00	\$0.00	\$618.00	\$165.00
Antifreeze (DM)	Recycle	0	0	0	1	50	0	\$0.00	\$0.00	\$85.00	\$0.00	\$0.00	\$85.00

B.O.L. Number: D - Amerigas 908 S. 27th Ave, Phoenix, A BBQ 100#

								weight					
Propane	Recycle	2	0	0	0	12	0	\$21.00	\$100.00	\$0.00	\$0.00	\$0.00	\$42.00

B.O.L. Number: - ACT Enviro, 6212 S. 75th Ave #4, Laveen, AZ 85399

								Cylinders					
Helium Cylinders	Recycle	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00
Oxygen	Recycle	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00

**B.O.L. Number: D - Lighting Resources, 1522 E Victory St. #4, Phoenix, AZ 85040**

Crushed Bulbs	Recycle	0	0	0	0	0	0	0	\$115.00	\$0.00	\$0.00	\$7.45	\$0.00
Flourescent Tubes	Recycle	0	0	1	81	0	0	0	\$0.00	\$0.00	\$0.00	\$1.05	\$85.05
Lamps - HID	Recycle	0	0	0	0	0	0	0	\$40.00	\$0.00	\$0.00	\$2.15	\$0.00
Compact Bulbs (CFL's)	Recycle	0	1	0	30	0	0	0	\$0.00	\$0.00	\$0.00	\$2.80	\$84.00
Non PCB Ballasts	Recycle	0	1	0	48	0	0	0	\$100.00	\$0.00	\$0.00	\$0.95	\$100.00

**B.O.L. Number: D - Lighting Resources, 498 Park 800 Drive, Greenwood, IN 46143**

Mercury Articles	Recycle	0	0	0	10	0	0	0	\$300.00	\$0.00	\$85.00	\$0.00	\$850.00
Mercury Articles	Recycle	0	0	0	0	0	0	10	\$300.00	\$0.00	\$0.00	\$10.00	\$100.00

**B.O.L. Number: D - Battery Solutions, 618 E. Auto Center Dr #111, Mesa, AZ 85204**

NiCad Batteries	Recycle	1	0	0	15	0	0	0	\$50.00	\$0.00	\$0.00	\$1.05	\$50.00
Alkaline Batteries	Recycle	0	0	1	210	0	0	0	\$50.00	\$0.00	\$0.00	\$1.05	\$220.50
Lithium Primary Batteries	Recycle	1	0	0	7	0	0	0	\$60.00	\$0.00	\$0.00	\$5.50	\$60.00
Lithium Ion Batteries	Recycle	2	0	0	57	0	0	0	\$60.00	\$0.00	\$0.00	\$5.50	\$60.00
Nickel Metal Hydride	Recycle	1	0	0	7	0	0	0	\$50.00	\$0.00	\$0.00	\$1.05	\$50.00

**B.O.L. Number: D - Terrell Battery Corp, 802 S 19th Ave, Phoenix, AZ 85009**

Lead Acid, Non-Spillable	Recycle	0	0	0	0	0	0	1454	\$50.00	\$0.00	\$0.00	\$0.20	\$290.80
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**B.O.L. # D - ACT, 265 Riggs Road, Merced, CA 95341**

Propane (Camp cyl.)	Recycle	0	1	0	9	0	0	0	\$210.00	\$315.00	\$420.00	\$0.00	\$315.00
MAPP Gas	Recycle	0	0	0	5	0	0	0	\$0.00	\$0.00	\$0.00	\$25.00	\$125.00
Fire Extinguishers	Recycle	0	0	0	5	0	0	0	\$0.00	\$0.00	\$0.00	\$25.00	\$125.00

**B.O.L. Number: - eGreen Recyclers**

CRT/Tube TVs	Recycle	0	0	0	947	0	0	0	\$0.00	\$0.00	\$0.00	\$0.90	\$852.30	
Computers/Printers/Electronic	Recycle	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.75	\$0.00	
		7	3	4		14	Total Disposal							\$16,217.45

# City Of Apache Junction, HHW

11/13/2021

ITEM	QTY	UNIT	PRICE/ITEM	TOTAL PRICE
Tyvek Coverall, size L	0	Case (25)	\$134.00	\$0.00
Tyvek Coverall, size XL	1	Case (25)	\$134.00	\$134.00
Tyvek Coverall, size XXL	1	Case (25)	\$134.00	\$134.00
Tyvek Coverall, size XXXL	0	Case (25)	\$134.00	\$0.00
Tyvek Coverall, size XXXXL	0	Case (25)	\$134.00	\$0.00
Labpack Black nitrile gloves - M	1	Box	\$19.00	\$19.00
Labpack Black nitrile gloves - XL	2	Box	\$19.00	\$38.00
Leather Gloves	0	Dozen	\$11.55	\$0.00
Safety glasses	0	Pair	\$3.95	\$0.00
Visqueen	1.5	Roll	\$130.00	\$195.00
Duct Tape	4	Roll	\$6.50	\$26.00
Shrink wrap	0.5	Roll	\$32.50	\$16.25
Absorbent - dry sorb	0	Bag	\$12.00	\$0.00
Vermicillite	3	Bag	\$33.00	\$99.00
Absorbent - Universal Pads	0.5	Ball (100 bag)	\$68.00	\$34.00
Absorbent - Oil pads	1	Ball (100 bag)	\$55.00	\$55.00
Drum liners	0.5	Roll	\$140.00	\$70.00
Pallets (for CRT's & Batteries)	5	Each	\$20.00	\$100.00
Shade Tarps	5	Each	N/C	
Material Handling Carts	6	Each	N/C	
			TOTAL	\$920.25

**EXHIBIT B**

**SCOPE OF WORK**



## One Day HHW Collection Budget-Estimate

**CUSTOMER:**

City of Apache Junction

575 E. Baseline Ave

Apache Junction, AZ 85219

Deliver to: Heather Hodgeman

Date: 3/5/2022

Participants: 442

Disposal at: ACT-Albuquerque, ACT-Merced, Mesa Oil,  
Amazon Enviro, Lighting Resources, Amerigas, Terrell Battery

QUANTITY	DESCRIPTION	UNIT	RATE	AMOUNT
1	Mobilization/Demobilization	ea	\$2,550.00	\$ 2,550.00
	<b>COLLECTION DAY</b>			
9	Project Manager	hr	\$ 95.00	\$ 855.00
9	Chemist	hr	\$ 75.00	\$ 675.00
12	Technician -Segregation/Driver	hr	\$ 60.00	\$ 720.00
12	Technician -Segregation/Driver	hr	\$ 60.00	\$ 720.00
9	Technician -Segregation	hr	\$ 55.00	\$ 495.00
9	Technician - Universal Waste	hr	\$ 55.00	\$ 495.00
8	Traffic Control/ Unloading Vehicles	hr	\$ 45.00	\$ 360.00
9	Technician-Unloading Vehicles	hr	\$ 45.00	\$ 405.00
8	Technician-Unloading Vehicles	hr	\$ 45.00	\$ 360.00
8	Technician - Oil and Antifreeze	hr	\$ 45.00	\$ 360.00
9	Technician - Fuels	hr	\$ 55.00	\$ 495.00
6	Tech/Driver - CRT Unloader/Driver	hr	\$ 60.00	\$ 360.00
6	Technician - Unloader-CRT's	hr	\$ 45.00	\$ 270.00
6	Technician - Unloader-CRT's	hr	\$ 45.00	\$ 270.00
	<b>Drums</b>			
6	Triwall Boxes	ea	\$ 90.00	\$ 540.00
2	275 gal tote	ea	\$ 235.00	\$ 470.00
	85 gallon steel salvage drum - (new)	ea	\$ 225.00	\$ -
6	55 gallon drums o/t (reconditioned)	ea	\$ 73.00	\$ 438.00
5	55 gallon steel drum c/t (reconditioned)	ea	\$ 73.00	\$ 365.00
9	55 gallon drums o/t Polys	ea	\$ 73.00	\$ 657.00
4	30 gallon Poly drum (new)	ea	\$ 73.00	\$ 292.00
9	5 gallon pail	ea	\$ 17.00	\$ 153.00
2	4 ft Lamp Drum	ea	\$ 85.00	\$ 170.00
1	8 ft Lamp Drum	ea	\$ 55.00	\$ 55.00
	<b>Materials</b>			
1	See Attached Sheet	ea	\$1,083.50	\$ 1,083.50
	<b>DISPOSAL</b>			
1	See Attached Breakdown	ls		\$20,763.60
<b>TOTAL INVOICE</b>				\$ 34,377.10

Manifest Number: D- Advanced Chemical Treatment, 6133 Edith Blvd NE, Albuquerque, NM 3/5/2022

**Manifest Number: D - Rineco, 1007 Vulcan Road, Benton, AR 72015**

**B.O.L Number: - GreenSheen1626 S. 51st Ave, Phoenix, AZ**

**B.O.L. Number: D - Mesa Oil, 209 S. 57th Ave, Phoenix, AZ 85043**

	Used Oil	Recycle	0	0	0	\$50	2	\$0.00	\$75.00	\$85.00	\$0.00	\$150.00	\$300.00
	Oily Water	Recycle	0	0	0	0	0	\$0.00	\$70.00	\$165.00	\$0.00	\$545.00	\$0.00
	Antifreeze (DM)	Recycle	0	0	2	110	0	\$0.00	\$0.00	\$85.00	\$0.00		\$170.00

B.O.L. Number: D - Amerigas 808 S. 27th Ave, Phoenix, BBQ 100#									
Propane	Recycle	3	0	0	0	\$21.00	\$100.00	\$0.00	\$63.00

B.O.L. Number: D - ACT Enviro, 6212 S. 75th Ave #4, Laveen, AZ 85339									
Helium Cylinders	Recycle	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Oxygen	Recycle	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00

B.O.L. Number: D - Lighting Resources, 1522 E Victory St. #4, Phoenix, AZ 85040									
Crushed Bulbs	Recycle	0	0	0	0	\$115.00	\$0.00	\$7.45	\$0.00
lbs									
Flourescent Tubes	Recycle	0	1	2	235	\$0.00	\$0.00	\$1.05	\$248.75
Pounds									
Lamps - HID	Recycle	0	0	0	0	\$40.00	\$0.00	\$2.15	\$0.00
Pounds									
Compact Bulbs (CFL's)	Recycle	0	1	0	30	\$0.00	\$0.00	\$2.80	\$84.00
Pounds									
Non PCB Ballasts	Recycle	1	0	0	8	\$100.00	\$0.00	\$0.95	\$100.00

B.O.L. Number: D - Lighting Resources, 498 Park 800 Drive, Greenwood, IN 46143									
Elemental Mercury	Recycle	0	0	0	0	\$300.00	\$0.00	\$85.00	\$0.00
Mercury in Mfg Articles	Recycle	0	0	0	0	\$300.00	\$0.00	\$10.00	\$0.00

B.O.L. Number: D - Battery Solutions, 618 E. Auto Center Dr #111, Mesa, AZ 85204									
NiCad Batteries	Recycle	1	0	0	29	\$50.00	\$0.00	\$1.05	\$50.00
Min									
Alkaline Batteries	Recycle	1	0	0	49	\$50.00	\$0.00	\$1.05	\$51.45
Min									
Lithium Primary Batteries	Recycle	1	0	0	5	\$60.00	\$0.00	\$5.50	\$80.00
Min									
Lithium Ion Batteries	Recycle	1	0	0	11	\$60.00	\$0.00	\$5.50	\$80.00
Min									
Nickel Metal Hydride	Recycle	1	0	0	6	\$50.00	\$0.00	\$1.05	\$50.00
Min									
Lead Acid, Non-Spillable	Recycle	0	0	0	1200	\$50.00	\$0.00	\$0.20	\$240.00

B.O.L. # D - ACT, 265 Riggs Road, Merced, CA 95341									
Propane (Camp cyl.)	Recycle	0	1	0	0	\$210.00	\$315.00	\$420.00	\$315.00
MAPP Gas	Recycle	0	0	0	5	\$0.00	\$0.00	\$25.00	\$125.00
Fire Extinguishers	Recycle	0	0	0	5	\$0.00	\$0.00	\$25.00	\$125.00

B.O.L. Number: - eGreen Recyclers									
CRT/Tube TV's	Recycle	0	0	0	2318	\$0.00	\$0.00	\$0.90	\$2,086.20
Computers/Printers/Electronic	Recycle	0	0	0	0	\$0.00	\$0.00	\$0.75	\$0.00
					9	3	4	16	Total Disposal
									\$20,763.60

# City Of Apache Junction, HHW

3/5/2022

ITEM	QTY	UNIT	PRICE/ITEM	TOTAL PRICE
Tyvek Coverall, size L	0	Case (25)	\$134.00	\$0.00
Tyvek Coverall, size XL	1	Case (25)	\$134.00	\$134.00
Tyvek Coverall, size XXL	1	Case (25)	\$134.00	\$134.00
Tyvek Coverall, size XXXL	0.5	Case (25)	\$134.00	\$67.00
Tyvek Coverall, size XXXXL	0	Case (25)	\$134.00	\$0.00
Labpack Black nitrile gloves - M	1	Box	\$19.00	\$19.00
Labpack Black nitrile gloves - XL	1	Box	\$19.00	\$19.00
Leather Gloves	0	Dozen	\$11.55	\$0.00
Safety glasses	0	Pair	\$3.95	\$0.00
Visqueen	1.5	Roll	\$116.00	\$174.00
Duct Tape	6	Roll	\$6.50	\$39.00
Shrink wrap	1	Roll	\$32.50	\$32.50
Absorbent - dry sorb	2	Bag	\$12.00	\$24.00
Vermicillite	6	Bag	\$33.00	\$198.00
Absorbent - Universal Pads	0.5	Bail (100 bag)	\$68.00	\$34.00
Absorbent - Oil pads	1	Bail (100 bag)	\$55.00	\$55.00
Drum liners	0.5	Roll	\$140.00	\$70.00
Pallets (for CRT's)	6	Each	\$12.00	\$72.00
Pallets (for Batteries)	1	Each	\$12.00	\$12.00
Shade Tarps	0	Each	N/C	
Material Handling Carts	0	Each	N/C	
			TOTAL	\$1,083.50