ADDENDUM NO. 1

Date: July 10, 2025

TO: CANYON COUNTY'S REQUEST FOR PROPOSALS
PERIODIC HOUSHOLD HAZARDOUS WASTE DISPOSAL SERVICES

See Attached Exhibit "1," incorporated by reference herein, which consists of Addendum No. 1 to Canyon County's Periodic Household Hazardous Waste Disposal Services Project.

Approved this 10th day of July, 2025.

BOARD OF COUNTY COMMISSIONERS

did not participate
Commissioner Leslie Van Beek

Brad Holton
Commissioner Brad Holton

Commissioner Zach Brooks

ATTEST: RICK HOGABOAM, Clerk

Deputy Clerk

Date: 07.10.25

ADDENDUM NO. 1
OVERVIEW

Date: July 10, 2025

Periodic Household Hazardous Waste Disposal Services Project

To: All Proposers

PROPOSALS DUE DATE: As stated in the Calendar of Events, Proposals must be delivered to the Clerk, Board of County Commissioners' Office, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605, no later than **5:00 p.m. Monday, July 21, 2025.**

1. NOTICE TO PROPOSERS:

A. This Addendum shall be considered part of the original Canyon County, Idaho's Request for Proposals ("RFP") for Periodic Household Hazardous Waste Disposal Services issued by the Board of County Commissioners on June 17, 2025.

B. Proposers are hereby notified that they shall make necessary adjustments in their Proposals based upon this Addendum.

C. This Addendum consists of:

Cover Sheet (1 page)
Addendum No. 1 Overview (1 page)
Questions and Clarifications (3 pages)

ADDENDUM NO. 1
QUESTIONS AND CLARIFICATIONS

Date: July 10, 2025

Periodic Household Hazardous Waste Disposal Services Project

TO: All Proposers

Proposals Due: 5:00 p,m. Monday, July 21, 2025

Miscellaneous Clarifications:

1. The following information, as well as the RFP in will be available on the County website at www.canyoncounty.id.gov.

2. The current vendor contract is attached for reference.

3. The **Calendar of Events** on page five of the RFP shall be replaced in its entirety with the following **Revised Calendar of Events** and shall take precedence over all dates listed throughout the original RFP issued on June 17, 2025.

Revised Calendar of Events

The following is a revised schedule of events concerning the proposal process: (**Note:** Unless specifically provided otherwise, all events will take place in the Commissioner's Meeting Room on the first floor of the Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605.)

1. Distribution of RFP……**9:30 a.m., Tuesday, June 17, 2025**
2. Publication of Legal Notice……**June 21, and June 28, 2025**
3. Questions/Clarifications and/or Written Objections to Specifications and/or Procedures Due……**5:00 p.m., Tuesday, July 1, 2025**
4. Addendum No. 1……**9:30 a.m., Thursday, July 10, 2025**
5. Proposals Due……**5:00 p.m., Monday, July 21, 2025**
6. Proposals Opened……**9:30 a.m., Tuesday, July 22, 2025**
7. Selection Process Begins…… **Tuesday, July 22, 2025**
8. Notice of Intent to Award Contract (tentative) **9:30 a.m. Tuesday, August 5, 2025**
10. Objections to Award (due within seven days of award; tentative) …… **Tuesday August 12, 2025**

Questions:

1. Written questions were submitted by Safety-Kleen/CleanHarbors, GrayMar Environmental Services, LLC, ACTenviro, and Clean Earth Environmental Services, Inc.

Safety-Kleen/CleanHarbors Questions:

Q.1. Who is the current vendor?
A.1. Clean Earth Environmental Services, Inc.

Q.2. What would the contract term be if the bid is awarded?
A.2. One year with option to auto-renew.

Q.3. Will the price increase is [sic] accepted if renewal options are there or will it be firm fixed?
A.3. Fixed price with the option to negotiate annually.

Q.4. Does prevailing wage applies [sic] to this contract?
A.4. No.

Q.5. Is there any specific response time, if yes please share details.
A.5. Proposals are due by 5:00 p.m. on Monday, July 21, 2025.

Q.6. Please confirm if there is any specific price sheet available or if we can provide our general quote.
A.6. Please see section I.A. of the RFP for a list of materials to collect and dispose and submit your proposal for those items at minimum.

GrayMar Environmental Services, LLC Questions:

Q.1. Can the CUSTOMER please provide the most current pricing (that includes pricing escalators) from the last successful winning bidder and the name of the bidder?
A.1. See attached contract(s).

Q.2. What is the annual spend for this contract?
A.2. $400,000.

Q.3. What is the length of the term of the contract?
A.3. One year with option for auto-renewal.

Q.4. Can the CUSTOMER provide the last Form 303? (if California)
A.4. N/A

Q.5. Are Very Small Quantity Generator businesses (VSQG) invited to participate in this program?
A.5. Yes, they are required to make an appointment and pay for disposal costs only.

Q.6. What are the total amount of (or average amount) of vehicles expected per event?
A.6. 400 to 1,000 vehicles per event.

ACTenviro Questions:

Q.1. Could you provide historical car counts or participation data from past HHW events?
A.1. 400 to 1,000 vehicles per event.

Q.2. How many staff are typically expected or required to be present during each quarterly event?
A.2. Contractor must be able to service 400 to 1,000 vehicle trips per event. This usually requires 2 to 6 vehicles being serviced at a time. Contractor is responsible for accepting the waste, categorizing the waste, packaging the waste and transporting the waste for disposal/recycling.

Q.3. There were no pricing forms in this solicitation, is County of Canyon providing Pricing forms? How should we submit pricing?
A.3. Proposer must provide pricing for the scope of work to meet RFP requirements.

CleanEarth Environmental Solutions, Inc Questions:

Q.1. Please provide a pricing matrix for completion.
A.1. Proposer must provide pricing for the scope of work to meet RFP requirements.

Q.2. Due to the time required to evaluate the Q&A, provide pricing in the format needed, and ship to the County we would respectfully like to request a one-week extension to the due date.
A.2. Yes, please see updated calendar above.

Q.3. What is the county's intended (or preferred) term length for this contract?
A.3. One year with option to auto-renew.

<u>Attachments included in Addendum No. 1:</u>

1. Current contract for Periodic Household Hazardous Waste Disposal Services.

AMENDMENT NO. 1 TO AGREEMENT NO. 18-091

NOW, Independent Contractor Agreement No. 18-091 for assistance to the Pickles Butte Sanitary Landfill with periodic hazardous waste disposal between Canyon County, Idaho ("County"), and Stericycle Environmental Solutions, Inc. now doing business as Clean Earth Environmental Solutions, Inc., a Delaware corporation by and through any of its subsidiaries or affiliates with a place of business at 933 First Avenue, Suite 200, King of Prussia, PA 19406 ("Contractor") is hereby amended, as set forth below.

WHEREAS, on July 23, 2018 said Agreement (the "Agreement") was entered into between County and Contractor for periodic hazardous waste disposal and said Agreement, by its terms, provides for amendment upon the written agreement of all parties; and

WHEREAS, County and Contractor desire to amend the Agreement through this Amendment No. 1 and make modifications to pricing for services.

NOW, THEREFORE, the parties do hereby agree to amend Schedule 1 of the Agreement as outlined in the attached hereto.

1. All references to Stericycle Environmental Solutions, Inc. shall be deleted in its entirety and replaced with Clean Earth Environmental Solutions, Inc.

2. **Continuing Effect**. Except as otherwise expressly modified or amended herein, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as their official act by their respective representative each of whom is duly authorized to execute the same on the dates written below.

Attachment 1

25.019

CONTRACTOR:
CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

DATED this 5th day of March 2025.

DocuSigned by:
Larry Sears
0FC6D08209054AA...

Contractor Signature

Larry Sears Sr. Regional Sales Director

Contractor Name and Title (printed)

STATE OF ~~IDAHO~~ Florida)
ss.
County of Seminole)

On this 5th day of March, 2025, before me, a notary public for ~~Idaho,~~ Florida appeared Larry Sears, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public for ~~Idaho~~ Florida
Residing at Oviedo FL
My Commission Expires: 10/30/2025

ELIZABETH E. KRYWONOS
Notary Public
State of Florida
Comm# HH187404
Expires 10/30/2025

DATED this 4th day of March 2025.

CANYON COUNTY
BOARD OF COUNTY COMMISSIONERS

✓ Motion Carried Unanimously
____ Motion Carried/Split Vote Below
____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
Commissioner Leslie Van Beek	✓		
Commissioner Brad Holton			
Commissioner Zach Brooks	✓		

ATTEST: RICK HOGABOAM, CLERK

By: JRoss
Deputy Clerk

Schedule 1: Canyon County Pricing 2025

Process Code	Description	UoM	Current Price	New Price
ADMTD	SQG Business credit	E	$1.00	$1.00
AF01	Alternate fuel, <1"" Sludge, (<3% halogens, BTU> 5000	DM55	$90.92	$99.56
AF01	Alternate fuel, <1"" Sludge, (<3% halogens, BTU> 5000	T275	$319.34	$497.79
AF02	Alternate fuel, 0-25% sludge, <3% halogens, BTU> 5000	T275	$604.62	$1,342.00
AF05	Alternate fuel, <3"" sludge, <3% halogens. non-regulated, BTU > 5000	T275	$604.62	$1,176.00
AF06	Loosepack palnt, fuel	BX	$825.00	$825.00
AF06	Loosepack palnt, fuel	DM55	$104.93	$402.33
AF07	Lab pack, fuels	DM30	$78.47	$268.33
AF07	Lab pack, fuels	DM55	$104.93	$138.43
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	BX	$901.41	$1,330.00
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	DM30	$192.37	$295.33
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	DM55	$257.23	$360.33
EQVEE<15	Vehicle, Equipment Truck up to 15'	D	$110.00	$125.00
INC01	Aerosols/paint, flammable or non-flammable	BX	$748.17	$1,031.21
INC01	Aerosols/paint, flammable or non-flammable	DM55	$213.50	$294.27
INC03-2LE	Category 2 cylinders, lecture bottles 3"" Diameter, 12"" Length)	E	$193.50	$537.00
INC08	Liquids-pesticide solutions	DM55	$495.88	$1,177.33
INC09	Liquids-watars Lean, < 5% chlorinated solvents, <2500 btu	DM55	$109.93	$468.33
INC11-1	Organic peroxides, solids/liquids, for Incineration	P	$4.38	SPEC
INC12	Reactive metals	P	$4.39	$6.00
INC13	Sludge, sail, debris, rags, pads, consumer commodities >250 pounds	BX	$825.00	$825.00
INC14	Labpack, Non-Reactive, for Incineration	DM05	$54.75	$150.00
INC14	Labpack, Non-Reactive, for Incineration	DM55	$177.92	$251.27
INC14-A	Lab Pack Incineration, Organic Acids.	DM05	$54.75	$150.00
INC14-A	Lab Pack, Incineration, Organic Acids.	DM55	$177.92	$245.23
INC14-B	Lab Pack, Incineration Organic Bases	DM55	$177.92	$245.23
INC14-D	Lab Pack, Incineration, Flammable Liquids	DM05	$65.96	$150.00
INC14-E	Lab Pack, Incineration, Oxidizers	DM05	$54.75	$150.00
INC14-E	Lab Pack, Incineration, Oxidizers	DM30	$177.92	$827.33
INC14-E	Lab Pack, Incineration, Oxldlzers	DM55	$237.22	$395.00
INC14-F	Lab Pack, Incineration, Pesticides	DM55	$182.48	$275.00
INC14-F	Lab Pack, Incineration. Pesticides	BX	$469.89	$950.00
INC14-P	Lab Pack, Incineration Organlc Poisons	MN55	$205.29	$251.52
INC14-P	Lab Pack, Incineration Organlc Poisons	P	$4.39	$4.39
INC15	Labpack, Reactive /D003, PIH Chemicals. P listed Chemicals	DM05	$54.75	$225.00
INC15	Labpack, Reactive /D003, PIH Chemicals. P listed Chemicals	DM20	$160.77	CBC
INC15-D1	Lab Pack, Incineration, Flammable Solids DOT 4.1	DM05	$54.75	$225.00
INC15-D2	Lab Pack, Incineration Spontaneouslv Combustible DOT 4.2	P	$3.64	$6.00
INC15-E2	Lab Pack, Incineration, Reactive, Organic Peroxides DOT 5.2	P	$3.64	$6.00
INC15-W	Lab Pack, Incineration, Water Reactlves DOT 4.3	P	$3.64	$6.00
LBCHEMST	Chemist, Straight Time	H	$59.30	$67.80
LBCLRKST	Admin work, straight time	H	$45.00	$46.94
LBDIEMST	Per-diem, /Charge per day per person	D	$120.00	$335.00
LBFIELST	Field Technician, Straight Time	H	$55.00	$57.37
LBPROJMST	Project Manager, Straight Time	H	$75.00	$78.23

LF06	LabPack landfill, non regulated	DM55	$126.29	$301.33
LF06	landfill, non regulated	DM30	$136.86	$252.33
PCB09	PCB ballast or capacitors for TSCA Landfill	DM05	$54.75	$255.35
PCB09	PCB ballast or capacitors for TSCA Landfill	DM55	$273.72	$655.33
REC06	Light Bulbs/Tubes for recycle	P	$0.85	$0.90
REC06-3	Mercury bulbs, Compact Fluorescent Lamps (CFL)	P	$0.85	$0.90
REC09	Lithium batteries, Non-regulated,Universal Waste	P	$2.95	$6.00
REC09-1	Lithium-Ion Batteries. Universal Waste. for recycle	P	$1.37	$2.19
REC11	NICad batteries, Non-regulated, Universal Waste	P	$0.55	$2.69
REC12	Mercury Batteries, for recycle	P	$10.11	$22.45
REC13	Metallic mercury, pourable	P	$28.00	$45.00
REC14	Mercury contained In manufactured articles, or dirt	DM05	$205.29	$550.00
REC38	Freon refridgerant	E	$12.50	$21.20
REC49	Latex paint, loosepack, lab pack, for recycle	BX	$325.00	$325.00
REC50	CRT /cathode ray tubal for recycle; must be Intact; may include television monit	P	$0.34	$0.95
REC55	General E-Waste may, Include consumer electronics	P	$0.25	$0.95
REC60	Fire extinguishers for recycle	E	$9.99	$28.62
REC61	Propane Cylinders, for recycle	BX	$901.40	$1,250.00
REC61	Propane Cylinders, for recycle	DM05	$65.96	$175.00
REC61	Propane Cylinders, for recycle	DM30	$192.92	$300.00
REC61	Propane Cylinders, for recycle	DM55	$257.23	$350.00
REC61-1	Cylinders, flammable, propane-small, camp stove, for recycle	DM05	$65.95	$175.00
SPABSBAG	Absorbent Bads, Clay or similar	E	$8.45	$35.00
SPALLET	Pallet	E	$7.80	$14.00
SPBXBUB4	Box, (4 foot) Low Profile Lamp Box,	E	$29.25	$29.25
SPBXBUB8	Box, (8 foot) Low Profile Lamp Box,	E	N/A	$29.25
SPBXCYB	DOT Box, Cubic Yard Box	R	$39.61	$80.34
SPBXCYB	Non-DOT Box, Cubic Yard Box	E	$29.25	$80.34
SPBXGALX	Box, New Galaxy waste boxes	E	$78.00	$80.34
SPDF05UO	Drum, Fiber, 5 gallon Recon, Open Top	E	$18.00	$18.00
SPDF20UO	Drum, Fiber, 20 gallon Recon, Open Top	E	$28.00	$28.00
SPDF30UO	Drum, Fiber, 30 gallon, Recon, Open Top	E	$62.00	$62.00
SPDF55UO	Drum, Fiber, 55 gallon, Recon, Open Top	E	$52.00	$59.74
SPLYWOOD	Plywood, (4' X 8')	E	$12.56	$25.00
SPTOT275	Tote, 275, Plastic	E	$146.00	$295.00
		CBC cannot normally ship in		
STAB01	Non regulated sludges with free liquids. Bulkable for solidification	BX	$458.34	CYBs
STAB01	Non regulated sludges with free liquids. Bulkable for solidification	DM55	$114.59	$269.33
STAB06-6	Trealable oxidizer, Labpack	DM05	$54.75	$195.00
STAB06-6	Treatable oxidizer, Labpack	DM30	$160.49	$850.00
STAB06-6	Treatable oxldizer, Labpack	DM55	$237.22	$1,450.00
TRADMDEM	Demurrage, one hour	H	$94.94	$124.80
TRADMTR	Transportation, Mileage	Z	$0.56	$0.58
TRBX2X	Box Van (24 ft)	D	$100.00	$104.00
TRLTLMN1	Transportation - HHW event	H	$120.00	$124.80

WAT01-3	Acid waste water, non chromic, Acid Concentration Greater than 50%	DM30	$178.00	CBC
WAT02-3	Alkaline waste water, Caustic Concentration Greater than 50%	DM30	$136.00	CBC
WAT16	Labpack, corrosive (Acidic & Alkaline)	DM55	$177.92	$435.33
WAT16-A	Lab Pack, Treatment, Inorganic Acids	DM05	$54.75	$158.67
WAT16-A	Lab Pack, Treatment. Inorganic Acids	DM20	$128.50	$368.33
WAT16-A	Lab Pack, Treatment. Inoraanic Acids	DM30	$133.21	$368.33
WAT16-A	Lab Pack. Treatment. Inorganic Acids	DM55	$177.92	$409.33
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM05	$54.75	$158.67
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM55	$214.36	$409.33
WAT16-B	Lab Pack, Treatment, Inoroanic Bases	DM30	$133.21	$368.33
WAT16-B	Lab Pack, Treatment. Inoraanic Bases	DM20	$128.50	$368.33

Non-Specified Container Conversions

Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275-gallon totes	5x
330/350-gallon totes	6x

Conversion Table Notes

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately
- Numbers are expressed as a factor of a 55-gallon drum (e.g. 55-gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum of $40 will be applied unless quoted a different rate
- Some waste may have a different typically lower minimum which is reflected on the Non-Standard Minimum table below.

Independent Contractor Agreement

THIS AGREEMENT is made this 23rd day of July, 2018, between Stericycle Environmental Solutions, Inc., a Delaware corporation having an address of 28161 N. Keith Dr., Lake Forest, Illinois, 60045 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a Notice of Sole Source Procurement (Notice) for services from CONTRACTOR on July 3, 2018 and said Notice was published as required by law on July 6, 2018; and

WHEREAS, COUNTY believes that CONTRACTOR is best suited to provide the particular services that the COUNTY desires to procure, and alternatively (if required), declares that CONTRACTOR is the only company with a local presence and the resources to provide the services required for this particular project, and that funds sufficient to the purposes of this Agreement can be appropriated for expenditure.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. CONTRACT: COUNTY hereby engages CONTRACTOR as an independent contractor to perform the following work:

Assist the Pickles Butte Sanitary Landfill in the disposal of household hazardous waste, as specified in Exhibit A.

1.2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that CONTRACTOR shall commence work under this Agreement in accordance with the schedule of tasks described in Exhibit A attached hereto and incorporated herein by reference. This Agreement shall continue from the date of the Agreement until September 30, 2019, and will automatically renew for successive one (1) year terms unless or until either party gives the other thirty (30) days written notice of its intent to terminate the Agreement.

a. Termination by COUNTY for Convenience

COUNTY may, for any reason whatsoever, or without reason, terminate performance under the Agreement by CONTRACTOR for convenience. COUNTY shall give prior written notice of such termination to CONTRACTOR specifying when the termination becomes effective. CONTRACTOR shall stop performance at such time. When terminated for convenience, CONTRACTOR shall be compensated as follows:

i. That portion of the services that have been performed by CONTRACTOR prior to the date of termination, which is necessarily completed in anticipation of the event, and for which CONTRACTOR has not been previously paid;

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ii. Reasonable costs necessarily incurred in preparing to perform and in performing the terminated portion of the Work, including reasonable costs of settling and paying costs and claims arising out of the termination of subcontractors or orders.

In no event shall CONTRACTOR be entitled to recover anticipated profits or consequential damages from COUNTY on account of a termination for convenience or erroneous termination for cause.

b. Termination by COUNTY for Cause

If CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Agreement, then COUNTY may by written notice to CONTRACTOR, without prejudice to any other right or remedy against CONTRACTOR or others, terminate the performance of CONTRACTOR.

c. Erroneous Termination for Cause

In the event the Agreement is terminated by Cause by COUNTY for reasons subsequently determined by a court to be without cause, such termination shall be deemed a Termination for Convenience for all purposes.

d. Termination by CONTRACTOR for Cause

If COUNTY fails to perform any material obligation to CONTRACTOR after receiving written notice from CONTRACTOR of its intent to terminate hereunder, CONTRACTOR may terminate performance under the Agreement. In such event, CONTRACTOR shall be entitled to recover from COUNTY on the terms and conditions and in such amounts as though COUNTY had terminated CONTRACTOR's performance under the Agreement for convenience, as described above.

Either party hereto may terminate the Agreement upon giving thirty (30) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth in the Agreement. In the event of any termination, COUNTY shall not be liable for the any lost income or profits.

3. **COMPENSATION**: COUNTY agrees to pay CONTRACTOR as compensation the amounts set forth for specific tasks as described in Exhibit A attached hereto and incorporated herein by reference, upon presentation of detailed invoice.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is an independent contractor of COUNTY and that neither it nor its employees are in any way an employee or agent of COUNTY and are not entitled to workers compensation or any benefit of employment with COUNTY. COUNTY shall have no control over the performance of this Agreement by CONRACTOR except to specify the time and place of performance, and the results to be achieved. CONTRACTOR agrees to sign non-disclosure agreement attached hereto as Exhibit B. COUNTY shall have no responsibility for security or protection of

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CONTRACTOR's supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

CONTRACTOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

CONTRACTOR accepts a relationship of trust and confidence established with COUNTY by this Agreement and covenants with the COUNTY to furnish professional skill and judgment and to act in fiduciary capacity for COUNTY, employing best efforts to exercise expertise on the COUNTY's behalf to assist the Pickles Butte Sanitary Landfill in the disposal of hazardous waste in an expeditious, but safe and economical manner.

5. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent arising out of or in connection with the negligent acts and/or negligent performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

6. **INSURANCE**: CONTRACTOR agrees to abide by the insurance requirements specified in Exhibit C, attached hereto and incorporated herein by reference.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** CONTRACTOR shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

8. **ENTIRE AGREEMENT**: This is the entire agreement of the parties and can only be modified or amended in writing.

9. **NON-APPROPRIATIONS:** COUNTY's obligations under this Agreement shall be contingent upon COUNTY appropriating the necessary funds for payment to CONTRACTOR during the term of this Agreement.

10. **GOVERNING LAW**: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Idaho. Any action brought pursuant to this Agreement shall be filed in the Third District Court, Canyon County, Idaho.

11. **ASSIGNMENT:** Neither party may make any assignment of the rights, duties, or obligations of this Agreement to any other entity without the written consent of the other party.

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12. **ATTORNEY'S FEES:** All costs and expenses, including reasonable attorney's fees, incurred by a party in order to remedy a breach of this agreement shall be awarded to the successful party.

BOARD OF COUNTY COMMISSIONERS
Canyon County, Idaho

	Yes	No	Did Not Vote
Commissioner Steven J. Rule	✓		
Commissioner Tom Dale	✓		
Commissioner Pam White	✓		

Attest: Chris Yamamoto
JRoss. Deputy Clerk
07/23/18

STERICYCLE, INC.

By: Melinda Rath

Date: 7/13/2018

STATE OF Texas)
) ss.
COUNTY of Harris)

On this 13 day of July, 2018, before me, a Notary Public, personally appeared Melinda Rath, known or identified to me to be the VP of Sales of the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for Texas
Residing at: 5751 Sun Valley, Houston, TX 77056
My Commission Expires: 12/10/2021

LARRY WHYDE
Notary Public
STATE OF TEXAS
ID#128124322
My Comm. Exp. Dec. 10, 2021

18-091

Exhibit A

1. Quarterly Collection Events to include the following combined objectives:

a. Household Hazardous Waste (HHW) collection; and
b. Conditionally Exempt Small Quantity Generator (CESQG) Hazardous Waste collection.

Stericycle will conduct up to four (4) collection events annually, similar to the annual events Stericycle has participated in previously. Events will be held on dates and times, and at locations, as determined by the Landfill Director. The goal is to have such events scheduled at least 60 days in advance in order to provide sufficient time for adequate outreach, advertising, and preparation.

Stericycle will provide all services and products necessary, including, but not limited to, collection, sorting, transporting and disposing of all waste and refuse collected the day of the event, and provide staff and volunteer beverages and lunches.

Canyon County will provide for and facilitate all public outreach and advertising related to the event, including all media inquiries concerning the event.

If costs are incurred for use of a selected location, these costs will be borne by Canyon County either directly, or as a pass-through from Stericycle.

Canyon County will pay for the labor and transportation costs of CESQG Hazardous Waste for CESQG collected at these events. However, the CESQG is responsible for all other costs associated with the proper disposal of their waste.

Canyon County will pay for the costs associated with each pickup event based on the Pricing Schedule attached as Schedule 1. The amount charged to Canyon County for each "Process Code" shall be the lesser of the amounts shown in the columns marked "Price" and "Ada County." The intent is that Canyon County will never pay more than Ada County for the same service, but may pay less. Schedule 1 may be amended from time to time by written agreement of the parties.

2. Periodic Pickup of Household Hazardous Waste that is collected at the Landfill on a daily basis.

The frequency and time of Periodic Pickups will be determined by the Landfill Director. All pickups will occur at the Pickles Butte Landfill, 15500 Missouri Avenue, Nampa, ID, 83686.

Canyon County will pay for the costs associated with each pickup event based on the Pricing Schedule attached as Schedule 1. The amount charged to Canyon County for each "Process Code" shall be the lesser of the amounts shown in the columns marked "Price" and "Ada County." The intent is that Canyon County will never pay more than Ada County for the same service, but may pay less. Schedule 1 may be amended from time to time by written agreement of the parties.

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Stericycle Environmental Solutions Pricing for Canyon County Solid Waste 01March2018

Process Code	Description	UOM	Price	Ada County	Category
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	55-Gallon Drum	$ 90.92	$ 104.93	ALTERNATE FUEL
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	275-Gallon Tote	$ 454.60	$ 319.34	ALTERNATE FUEL
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	275-Gallon Tote	$ 604.62		ALTERNATE FUEL
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated, BTU > 5000	275-Gallon Tote	$ 604.62		ALTERNATE FUEL
AF06	Loosepack paint, fuel	Cubic Yard Box	$ 458.80	$ 380.80	ALTERNATE FUEL
AF06	Loosepack paint, fuel	55-Gallon Drum	$ 126.29	$ 104.93	ALTERNATE FUEL
AF07	Lab pack, fuels	30-Gallon Drum	$ 94.82	$ 78.47	ALTERNATE FUEL
AF07	Lab pack, fuels	55-Gallon Drum	$ 126.42	$ 104.93	ALTERNATE FUEL
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	Cubic Yard Box	$ 901.41		ALTERNATE FUEL
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	30-Gallon Drum	$ 192.37		ALTERNATE FUEL
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	55-Gallon Drum	$ 257.23		ALTERNATE FUEL
EQVEE<15	Vehicle, Equipment Truck up to 15'	Day	$ 110.00		EQUIPMENT
INC01	Aerosols/paint, flammable or non-flammable	Cubic Yard Box	$ 901.41	$ 748.17	INCINERATION
INC01	Aerosols/paint, flammable or non-flammable	55-Gallon Drum	$ 257.23	$ 213.50	INCINERATION
INC03-2LE	Category 2 cylinders, lecture bottles (3" Diameter x 12" Length), for recycle	Each	$ 220.76	$ 193.50	INCINERATION
INC09	Liquids- waters (Lean), < 5% chlorinated solvents , <2500 btu	55-Gallon Drum	$ 109.93		INCINERATION
INC11-1	Organic peroxides, solids/liquids, for incineration,	Pound	$ 4.39	$ 4.38	INCINERATION
INC12	Reactive metals	Pound	$ 4.39		INCINERATION
INC13	Sludge, soil, debris, rags, pads, consumer commodities (>250 pounds)	Cubic Yard Box	$ 458.80	$ 380.80	INCINERATION
INC14	Labpack, Non-Reactive, for Incineration	5-Gallon Drum	$ 65.89	$ 54.75	INCINERATION
INC14	Labpack, Non-Reactive, for Incineration	55-Gallon Drum	$ 219.64	$ 177.92	INCINERATION
INC14-A	Lab Pack, Incineration, Organic Acids.	5-Gallon Drum	$ 65.96	$ 54.75	INCINERATION
INC14-A	Lab Pack, Incineration, Organic Acids.	55-Gallon Drum	$ 214.36	$ 177.92	INCINERATION
INC14-B	Lab Pack, Incineration, Organic Bases	55-Gallon Drum	$ 214.36	$ 177.92	INCINERATION
INC14-D	Lab Pack, Incineration, Flammable Liquids	5-Gallon Drum	$ 65.96	$ 109.73	INCINERATION
INC14-E	Lab Pack, Incineration, Oxidizers	5-Gallon Drum	$ 65.96	$ 54.75	INCINERATION
INC14-E	Lab Pack, Incineration, Oxidizers	30-Gallon Drum	$ 214.36	$ 177.92	INCINERATION
INC14-E	Lab Pack, Incineration, Oxidizers	55-Gallon Drum	$ 285.81	$ 237.22	INCINERATION
INC14-F	Lab Pack, Incineration, Pesticides	Cubic Yard Box	$ 566.13	$ 469.89	INCINERATION
INC14-F	Lab Pack, Incineration, Pesticides	55-Gallon Drum	$ 219.86	$ 182.48	INCINERATION
INC14-P	Lab Pack, Incineration, Organic Poisons	55-Gal Minimum	$ 219.86	$ 205.29	INCINERATION
INC14-P	Lab Pack, Incineration, Organic Poisons	Pound	$ 4.39		INCINERATION
INC15	Labpack, Reactive (D003), PIH Chemicals, P listed Chemicals	5-Gallon Drum	$ 65.89	$ 54.75	INCINERATION
INC15	Labpack, Reactive (D003), PIH Chemicals, P listed Chemicals	20-Gallon Drum	$ 160.77		INCINERATION
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)	5-Gal Minimum	$ 65.96	$ 54.75	INCINERATION
INC15-D2	Lab Pack, Incineration, Spontaneously Combustible (DOT 4.2)	Pound	$ 4.39	$ 3.64	INCINERATION
INC15-E2	Lab Pack, Incineration, Reactive, Organic Peroxides (DOT 5.2)	Pound	$ 4.39	$ 3.64	INCINERATION
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)	Pound	$ 4.39	$ 3.64	INCINERATION
LBCHEMST	Chemist, Straight Time	Hour	$ 65.00	$ 59.30	LABOR
LBCLRKST	Admin paperwork, straight time	Hour	$ 45.00		LABOR
LBDIEMST	Per-diem, (Charge per day per person)	Day	$ 120.00		LABOR
LBFIELST	Field Technician, Straight Time	Hour	$ 55.00		LABOR
LBPROJMST	Project Manager, Straight Time	Hour	$ 75.00		LABOR
LF06	Labpack landfill, non regulated	30-Gallon Drum	$ 164.73	$ 136.86	LANDFILL
LF06	Labpack landfill, non regulated	55-Gallon Drum	$ 126.29	$ 182.48	LANDFILL
PCB09	PCB ballast or capacitors for TSCA Landfill	5-Gallon Drum	$ 239.09	$ 54.75	PCB
PCB09	PCB ballast or capacitors for TSCA Landfill	55-Gallon Drum	$ 796.98	$ 273.72	PCB
REC06	Light Bulbs/Tubes for recycle	Pound	$ 0.85	$ 1.00	RECYCLE
REC06-3	Mercury bulbs, Compact Fluorescent Lamps (CFL)	Pound	$ 0.85		RECYCLE
REC09	Lithium batteries, Non-regulated, Universal Waste	Pound	$ 3.56	$ 2.95	RECYCLE
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	Pound	$ 1.37		RECYCLE
REC11	NiCad batteries, Non-regulated, Universal Waste	Pound	$ 1.61	$ 0.55	RECYCLE
REC13	Metallic mercury, pourable	Pound	$ 28.00		RECYCLE
REC14	Mercury contained in manufactured articles, or dirt	5-Gal Minimum	$ 247.34	$ 205.29	RECYCLE
REC38	Freon refrigerant	Each	$ 20.00	$ 12.50	RECYCLE
REC49	Latex paint, loosepack, lab pack, for recycle	Cubic Yard Box	$ 185.78		RECYCLE
REC50	CRT (cathode ray tube) recycling; must be intact; may include television monitor	Pound	$ 0.34	$ 0.68	RECYCLE
REC55	General E-Waste recycling; may include consumer electronics, peripherals, phones	Pound	$ 0.25		RECYCLE
REC60	Fire extinguishers for recycle	Each	$ 27.00	$ 9.99	RECYCLE
REC61	Propane Cylinders, for recycle	55-Gallon Drum	$ 257.23		RECYCLE
REC61	Propane Cylinders, for recycle	5-Gallon Drum	$ 65.96		RECYCLE
REC61	Propane Cylinders, for recycle	30-Gallon Drum	$ 192.92		RECYCLE
REC61	Propane Cylinders, for recycle	Cubic Yard Box	$ 901.40		RECYCLE
REC61-1	Cylinders, flammable, propane-small, camp type, for recycle	5-Gallon Drum	$ 65.95		RECYCLE
SPABSBAG	Absorbent Bags, Clay or similar	Each	$ 8.45	$ 8.45	SUPPLIES
SPALLET	Pallet	Each	$ 7.80		SUPPLIES
SPBXBUB8	Box, (8 foot) Fluorescent Lamp Box,	Each	$ 5.85		SUPPLIES
SPBXCYB	Box, Cubic Yard Box, NON-DOT	Each	$ 29.25		SUPPLIES
SPBXCYB	Box, Cubic Yard Box, DOT	Each	$ 39.61	$ 40.42	SUPPLIES
SPBXGALX	Low profile 4ft lamp box	Each	$ 29.25		SUPPLIES
SPBXGALX	Box, New Galaxy waste boxes	Each	$ 78.00		SUPPLIES
SPDF05UO	Drum, Fiber, 5 gallon, Recon, Open Top	Each	$ 18.00		SUPPLIES
SPDF20UO	Drum, Fiber, 20 gallon, Recon, Open Top	Each	$ 28.00		SUPPLIES
SPDF30UO	Drum, Fiber, 30 gallon, Recon, Open Top	Each	$ 62.00		SUPPLIES
SPDF55UO	Drum, Fiber, 55 gallon, Recon, Open Top	Each	$ 52.00		SUPPLIES

SCHEDULE 1 TO EXHIBIT A 6/19/2018

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Stericycle Environmental Solutions Pricing for Canyon County Solid Waste 01March2018

Process Code	Description	UOM	Price	Ada County	Category
SPLYWOOD	Plywood, (4' X 8')	Each	$ 12.56		SUPPLIES
SPMATSUP	Lunches and Drinks	Event	Case-By-Case		ADMINISTRATION
SPMATSUP	Materials and Supplies	Event	Case-By-Case		ADMINISTRATION
SPROCART	Tent	Event	Case-By-Case		SUPPLIES
SPROCART	Forklift	Event	Case-By-Case		SUPPLIES
SPTOT275	Tote, 275, Plastic	Each	$ 146.00	$ 158.33	SUPPLIES
STAB01	Non regulated sludges with free liquids , bulkable , for solidification	Cubic Yard Box	$ 458.34		STABILIZATION
STAB01	Non regulated sludges with free liquids , bulkable , for solidification	55-Gallon Drum	$ 114.59	$ 182.48	STABILIZATION
STAB06-6	Treatable oxidizer, Labpack	5-Gallon Drum	$ 65.96	$ 54.75	STABILIZATION
STAB06-6	Treatable oxidizer, Labpack	30-Gallon Drum	$ 160.49	$ 177.92	STABILIZATION
STAB06-6	Treatable oxidizer, Labpack	55-Gallon Drum	$ 285.81	$ 237.22	STABILIZATION
TRADMDEM	Demurrage, one hour free	Hour	$ 95.00	$ 94.94	TRANSPORTATION
TRADMTR	Transportation, Mileage	Mile	$ 0.56		TRANSPORTATION
TRBX2X	Box Van (24 ft)	Day	$ 100.00		TRANSPORTATION
TRLTLMN1	Transportation - HHW event	Hour	$ 120.00		TRANSPORTATION
WAT01-3	Acid waste water, non chromic, Acid Concentration Greater than 50%	30-Gallon Drum	$ 178.00	$ 178.00	WATER
WAT02-3	Alkaline waste water, Caustic Concentration Greater than 50%	30-Gallon Drum	$ 138.00	$ 138.00	WATER
WAT16	Labpack, corrosive (Acidic & Alkaline)	55-Gallon Drum	$ 214.36	$ 177.92	WATER
WAT16-A	Lab Pack, Treatment, Inorganic Acids	5-Gallon Drum	$ 65.89	$ 54.75	WATER
WAT16-A	Lab Pack, Treatment, Inorganic Acids	20-Gallon Drum	$ 128.50	$ 133.21	WATER
WAT16-A	Lab Pack, Treatment, Inorganic Acids	30-Gallon Drum	$ 160.49	$ 133.21	WATER
WAT16-A	Lab Pack, Treatment, Inorganic Acids	55-Gallon Drum	$ 214.36	$ 177.92	WATER
WAT16-B	Lab Pack, Treatment, Inorganic Bases	5-Gallon Drum	$ 65.89	$ 54.75	WATER
WAT16-B	Lab Pack, Treatment, Inorganic Bases	20-Gallon Drum	$ 128.50	$ 133.21	WATER
WAT16-B	Lab Pack, Treatment, Inorganic Bases	30-Gallon Drum	$ 160.49	$ 133.21	WATER
WAT16-B	Lab Pack, Treatment, Inorganic Bases	55-Gallon Drum	$ 214.36	$ 214.36	WATER

Non-Specified Container Conversions

Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275 gallon totes	5x
330/350 gallon totes	6x

Conversion Table Notes

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately
- Numbers are expressed as a factor of a 55 gallon drum (e.g. 55 gal price x .35 = sell price)
- The greater of the conversion factor or location container minimum of $40 will be applied unless quoted a different rate
- Some waste may have a different (typically lower) minimum which is reflected on the Non-Standard Minimum table below
- Smaller container sizes can be converted to larger containers using the following steps: 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g. 5 gallon price / 35% = 55 gallon price) 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes

SCHEDULE 1 TO EXHIBIT A

6/19/2018

18-091

Independent Contractor Non-Disclosure Agreement

WHEREAS, Canyon County ("County") intends to negotiate a professional services agreement with Stericycle. Inc. ("Contractor"); and

WHEREAS. in the course of so negotiating, prior to final execution of any contract, and during the pendency of such contract, Contractor may obtain certain confidential information exempt from public disclosure pursuant to Title 74, Chapter 1, Idaho Code: and

WHEREAS, County desires to retain control over the release of such information consistent with controlling law.

NOW THEREFORE, Contractor agrees at all times preceding, during, and after any term of engagement as an independent contractor to County, to hold in strictest confidence, and not to disclose to any person or entity without written authorization of the County Board of Commissioners, any confidential information of the County.

Contractor further agrees to indemnify, defend, and hold harmless County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or performances or activities of Contractor in violation of this Non-Disclosure Agreement.

Melinda Rath
Contractor Signature

Melinda Rath
Contractor Name Printed

STATE OF ~~IDAHO~~ Texas)
) ss.
County of ~~Canyon~~ Harris)

On this 13 day of June, 2018, before me, a Notary Public, personally appeared Melinda Rath, known or identified to me to be the VP of Sales of the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

LARRY WHYDE
Notary Public
STATE OF TEXAS
ID#128124322
My Comm. Exp. Dec. 10, 2021

Notary Public for Texas
Residing at: 5757 San Felipe Houston, TX 77057
My Commission Expires: 12/10/2021

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Contractor's Insurance Requirements

The Contractor shall maintain the following Insurance at all times this Contract is in effect and for the stated periods after final completion of the Project:

1. **Workers' Compensation.** The Contractor shall provide Canyon County a certificate of insurance from its carrier showing that it has, during the period of this contract, coverage meeting the statutory requirements of the State of Idaho.

2. **Commercial General Liability.** The Contractor shall provide Canyon County a certificate of insurance from its carrier showing that it has, during the period of this contract, coverage providing limits of liability in the following amounts:

General Aggregate:	$2,000,000
Per Occurrence:	$1,000,000

Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement.

3. **Business Automobile Liability.** The Contractor shall provide Canyon County a certificate of insurance from its carrier showing that it has, during the period of this contract, coverage providing bodily injury and property damage liability coverage for not less than $1,000,000 combined single limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Contract.

Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the BAL with the Additional Insured endorsement.