

**Town of Newmarket**  
**Matthew Angell**

**Interim Finance Director**  
Town Hall  
186 Main Street  
Newmarket, NH 03857



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**Request for Proposal #17-0007**  
**Household Hazardous Waste Collection**

You are cordially invited to submit a Bid for Household Hazardous Waste Collection in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0007 – Household Hazardous Waste Collection  
Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by July 12, 2016 at 2:00 pm EST

Matthew Angell,  
Interim Finance Director

**Town of Newmarket**  
**Request for Bid – Household Hazardous Waste Collection**  
**Number – 17-0007**

**1. Introduction**

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of Household Hazardous Waste Collection services to be administered to the Town of Newmarket during the fall of 2016.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

The Town of Newmarket reserves the right to accept and/or reject any or all proposals; to award the proposal to other than the low bidder if deemed most advantageous to the Town and to waive defects and informalities in proposals.

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town Council on July 20<sup>th</sup> and obtain approval on August 3<sup>rd</sup>, assuming the Town Council does not take a summer recess.

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3093 or rmalasky@NewmarketNH.gov.

### **3. Project Requirements**

#### **a. General**

The Contractor shall successfully perform a household hazardous waste collection operation at 4 Young Lane, Newmarket, New Hampshire, which is open to residents (non-commercial) of the Town of Newmarket, New Hampshire on Saturday in the month of September between the hours of 9:00 am and 1:00 pm.

#### **b. Description**

The Contractor shall be responsible for:

- Receiving household hazardous wastes, as defined by New Hampshire Hazardous Waste Rules.
- Segregating, analyzing, consolidation, containerizing and labeling all household hazardous wastes.
- Loading, documenting and transporting all collected household hazardous wastes in properly placarded vehicles.
- Disposing of all household hazardous wastes at permitted hazardous waste treatment or disposal facilities. Certificates of destruction must be supplied to the Owner.

#### **c. Safety**

The Contractor shall adhere to all appropriate safety procedures, including but not limited to those outlined in the Technical Specifications and shall properly handle, package, containerize, label, load and transport all hazardous wastes accepted during the operation in a manner approved by the State of New Hampshire Department of Environmental Services.

#### **d. Management**

The Contractor shall have present at the site, a Project Manager/Safety Officer responsible for directing the Contractor's operation. This person shall report to the Town of Newmarket's Director of Public Works and shall coordinate the project's activities with said Director of Public Works. The Contractor shall also have present, an employee of or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined by the N.H. Hazardous Waste Rules. The Contractor shall also have present additional employees or agents in order to properly and efficiently handle, containerize, label, load and transport wastes for treatment or disposal at a permitted hazardous waste facility based on the anticipated number of vehicles and estimated volume of Household Hazardous Waste.

Each of the above specified persons shall be sufficiently experienced to properly carry out the operation.

#### **e. Cooperation**

The Contractor shall accept wastes only from individuals designated by the Town of Newmarket's Public Works Director at the site, and only in such amounts as are approved by the Public Works Director, and shall cooperate to the fullest measure possible with the Town of Newmarket's personnel in the operation.

**f. Hours**

The collection station will open promptly on the selected day at 9:00 am and remain open until 1:00 pm for receipt of Household Hazardous Waste. The Contractor shall transport all collected wastes out of the Town of Newmarket by 4:00 pm of the designated collection date.

**g. Accountability**

One hour after the collection has begun and every hour thereafter, the Contractor's Project Manager will give the Owner's Project Manager an update of the quantity of waste which has been received to that point in each classification together with the agreed unit price and total cost for each classification. The Owner's Project Manager shall be responsible for terminating the collection program at any time.

**h. Set up**

The Contract shall supply and have available at the appropriate site on the cleanup day, all equipment and personnel necessary to perform the tasks included in their "Work Plan." Said "Work Plan" shall be prepared in accordance with that specified in the Technical Specifications.

**i. Emergencies**

The Contractor shall be responsible for fulfilling requirements of their "Site Safety, Spill Response, and Emergency Evacuation Plan." Said plan shall be prepared in accordance with that specified in the Technical Specifications.

**j. Registration**

No pre-registration is required.

**k. Quantities**

The Owner proposes to limit each resident to a maximum drop off quantity of 10 gallons or 20 pounds of household hazardous waste.

**l. Target**

It is the Owner's desire and intent to provide waste collection to as many Newmarket residents as are in need of this service.

**BID FORM**

**1. BID**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_.

\*Insert "a corporation," "a partnership," or "an individual," as applicable.

To the Town of Newmarket, New Hampshire (hereinafter called "Owner"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for Household Hazardous Waste Collection for the Town of Newmarket, New Hampshire, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of the Bid, the Bidder certifies and, in the case of joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniary interested in this proposal or in the Contract for the Work which he proposes to do, that he had carefully examined the Contract and Specification and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the Owner, its agent and employees, are not to be in any manner held responsible for the accuracy of any estimates relating to the Work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment, engineering and materials required for carrying out the Work in accordance with the accompanying Specifications for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

Bidder hereby agrees to commence Work under this Contract on the date to be specified in the Notice to Proceed and to substantially complete the project within the time frame allowed.

The Bidder proposes and agrees that within ten (10) days next after the day on which the Notice of Award of this Contract shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) Certificates of Insurance for the prescribed amounts.

The Bidder acknowledges receipt of the following addenda, if any:

No. \_\_\_\_\_, Dated \_\_\_\_\_,

No. \_\_\_\_\_, Dated \_\_\_\_\_,

No. \_\_\_\_\_, Dated \_\_\_\_\_,

SCHEDULE OF PRICES: This proposal shall be filled in by the Bidder with the prices written in both words and numerals and the extensions made by him. In case of discrepancy between words and numerals, the amount shown in words shall govern.

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total
1	Setup fee	Lump Sum			
2	Consolidated Solvents - Organic Liquid, Flammable Liquid, & Solvents	55 Gallon Drum			
3	Mixed Aerosols	55 Gallon Drum			
4	Pesticide - Liquids	55 Gallon Drum			
5a	Pesticide - Solids	55 Gallon Drum			
5b	Pesticide - Solids	Cubic Yard Box			
6	Oxidizing Material Suitable for Aqueous Treatment	55 Gallon Drum			
7	Acid/Acid compatible material suitable for Aqueous Treatment	55 Gallon Drum			
8a	Lab Packs	16 Gallon Drum			
8b	Lab Packs	55 Gallon Drum			
9	Resins, adhesives in cans	Cubic Yard Box			
10a	Oil-Based Paints and Varnishes (in Cans)	Cubic Yard Box			
10b	Oil-Based Paints and Varnishes (liquids, sludge)	Consolidated into 55 Gallon Drums			
11	Antifreeze/glycols	55 Gallon Drum			
12	Mercury products	5 gallon pail or 10 pounds			
13	Dry cell/rechargeable Ni-Cd & Lithium Batteries	5 gallon pail			
14	Smoke or CO detectors	5 gallon pail			
15	Fire Extinguishers	each			
				Total	

#### 4. BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any Informality in the Bidding for any reason which the Owner determines to be in the best interest of the Town of Newmarket.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within ten (10) days.

This Bid may be accepted by the Owner at any time within 90 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interest in the foregoing Bid as principals are as follows:

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**5. Execution**

Seal (if corporation)

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(Signature of Bidder)

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(Title of Bidder)

---

(Business Address of Bidder)

---

(Town, State, and Zip Code)

Dated \_\_\_\_\_

**Town of Newmarket, New Hampshire**  
**Household Hazardous Waste Collection**  
**Agreement**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Town of Newmarket, New Hampshire, hereinafter called "Owner" and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation ) hereinafter called "Contractor."

WITNESSETH; that for and in consideration of the payments and agreements hereinafter mentioned:

WHEREAS, the Owner has selected the Contractor to manage and conduct a Household Hazardous Waste Collection Program at the \_\_\_\_\_, at \_\_\_\_\_, Newmarket, New Hampshire on Saturday \_\_\_\_\_.

WHEREAS, the Contractor shall perform in a good and professional manner, the services identified in the attached contract documents.

NOW THEREFORE WITNESSETH; that the parties hereto in consideration of mutual promises, covenants and agreements of the parties hereto, as hereinafter set forth, do hereby mutually agree as follows:

1. The Contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary to the completion of the project as intended and specified herein.

The Town shall provide advertising posters and pamphlets and a trailer for disposal of emptied containers.

2. The Contractor shall commence the work required by the Contract Documents in a timely manner and provide the specified services on the date specified and within the time specified.
3. The term "Contract Documents" means and includes the following Advertisement for Bids; Information for Bidders; Bid Form; Contractor's Qualifying Statement; Notice of Award; Agreement; General Requirements; Project Summary; and Technical Specifications. The term "Contract Documents" shall also mean and include the following addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_,

No. \_\_\_\_\_, Dated \_\_\_\_\_,

No. \_\_\_\_\_, Dated \_\_\_\_\_,

4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the bid item sums reflected on the bid schedule.
5. The Owner shall pay to the Contractor, in the manner and at such times as set forth in the General Requirements, such amounts as required by the Contract Documents based on the bid item reflected in the bid for the actual final quantities.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This Agreement may be terminated by Owner upon ten (10) days written notice. In addition, the Owner reserves the right to terminate the contract at any time for whatever reason is deemed to be in the best interest of the Town of Newmarket, or to reduce the Scope of Services in order to be consistent with the availability of funds.



8. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by the Town Administrator of the Town of Newmarket, arbitration binding or otherwise shall not be an option.
9. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Owner. This Agreement may be amended only by written instrument signed by both Owner and Contractor.
10. Contractor shall indemnify, hold harmless and defend the Owner from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner or which the Owner may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse affects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage was caused by the Contractor's or Contractor's agents' negligent, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate or complete.
11. Neither the Owner's review, approval or acceptance of, nor payment for, any of the work required under this Agreement shall be construed to operate as waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the Owner for all damages to the Owner caused by the Contractor's negligent acts, errors or omissions of any of the work required to be performed under this Agreement.

WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

**(SEAL)**

**OWNER;**

ATTEST;

Town of Newmarket, New Hampshire

\_\_\_\_\_

By: \_\_\_\_\_

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

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

(please print)

(please print)

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

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

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

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

**(SEAL)**

**CONTRACTOR;**

ATTEST;

Town of Newmarket, New Hampshire

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Name: \_\_\_\_\_  
(please print)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

***Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.***

## GENERAL CONDITIONS

1. General
2. Records
3. Equal Employment Opportunities
4. Location
5. Compliance
6. Personnel
7. Indemnification
8. Equipment
9. Quantities
10. Payment
11. Pre-Collection Conference
12. Insurance
13. Permits
14. Worker's Compensation
15. Social Security Act
16. Basis of Payment
17. Hazards

## GENERAL CONDITIONS

### 1. General

The work of this contract consists of receiving, analyzing, sorting, consolidating, packaging, transporting and disposing of household hazardous wastes for the Town of Newmarket, New Hampshire (population approx. 8,928). Contractor is responsible for placement of emptied containers (cans, bottles, bags, boxes) into a container. The Town of Newmarket shall provide the container.

A summary of participation and quantity collected for the last event is presented below. These numbers are no indication of future participation or quantities to be collected. The event will be open for four (4) hours (9:00 am – 1:00 pm).

Year	2012	2014
Vehicles (some vehicles represent more than 1 household)	About 100 Vehicles	Exactly 100 Vehicles

The selected contractor shall be a licensed hazardous waste transporter properly authorized to perform the contract work and set up the appropriate collection program.

### 2. Records

The Contractor shall maintain records pertaining to this project on a generally recognized accounting basis. The records shall reflect actual time devoted and costs incurred for the services performed. The records shall show the status of the wastes from the time of collection until final disposal. The contractor shall permit the Owner's authorized representatives, appropriate Federal and/or State Department and agencies to inspect and audit all data and records of the contractor associated with this contract or related to the Contractor's performance under this contract.

### 3. Equal Employment Opportunities

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

### 4. Location

Except as otherwise specifically provided for herein, the Contractor shall perform the work in the Town of Newmarket, Rockingham County, State of New Hampshire.

### 5. Compliance

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the Contractor.

## **6. Personnel**

The Contractor shall, at its own expense, provide all personnel necessary to perform the work. The Contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

## **7. Indemnification**

The Contractor shall defend, indemnify and hold harmless the Town of Newmarket, its members and representatives, the Town in which the collections are held, the State and their respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town of Newmarket its members and representatives, or the Town in which the collections are held and any such immunities are hereby reserved to the Town of Newmarket, its members and representatives and the Town in which the collections are held. This covenant shall survive the termination of this agreement.

## **8. Equipment**

The Contractor shall supply and have available at the appropriate site on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents.

## **9. Quantities**

The number of vehicles, gallons, drums and pounds as stated above are based on previous year's collection data, for which collection was one day from 9:00 am to 1:00 pm. They are not guaranteed to be exact for this year. Quantities of work are to be performed under this contract and any departure there from will not be accepted as valid grounds for any claim for damages or for loss of profits. The Town of Newmarket specifically reserves the right to delete any portion of the work if desirable to keep expenditures within available funds. The total proposal representing the sum of the estimated quantities times the unit prices bid, will be used as the basis for comparison of bids.

## **10. Payment**

The contract prices shall be paid to the Contractor within thirty days of Town of Newmarket's receipt of copies of all manifest forms signed by the operator(s) of the hazardous waste facility to which the collected materials were delivered for disposal. Payment to the Contractor shall be made for the actual quantity of each specified bid item identified in the Bid Form.

## **11. Pre-collection Conference**

After execution of this agreement, but prior to starting the work, a pre-collection conference shall be held. The attendance of the Contractor and his contract manager shall be mandatory. The Owner shall notify all other appropriate personnel of the time and site of the Conference. The Conference shall be held at either the Town of Newmarket, Department of Public Works, or at the Location where the event will be held at a mutually agreed upon time. Procedures to be followed for the duration of the collection shall be established and discussed at this time. In addition, the Contractor shall provide the Town with the proposed Work Plan, Safety Plan and Hazardous Response Plan.

**12. Insurance**

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverage and be written for not less than the limits of liability and coverage identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted and shall state the type of coverage, limits of liability, and expiration date. The limits of liability for the liability insurance required shall provide coverage for not less than the following amounts or greater where required by law:

Workmen's Comp. and Employee Liability	\$100,000 (each accident) \$500,000 (disease policy limit) \$100,000 (disease ea. Employee)
Owner's Contractor's Protective Liability	\$5,000,000 (combined single limit)
Excess Liability (umbrella form)	\$5,000,000 (BI & PD combined)
Automotive Liability (all owned auto's hired)	\$5,000,000 BI-per person \$5,000,000 per accident
Auto's non hired auto's private or other	\$5,000,000 (PD)
General Liability	\$5,000,000 (BI & PD)
General Liability (comprehensive premises/operations, explosion products, contractual independent contractors board form property damage personal injury)	\$5,000,000 (BI & PD combined each occurrence) \$5,000,000 (BI & PD combined aggregate)

In addition, the State of New Hampshire and NHDES has added the following additional requirement. The Contract shall cover the State and the Grantee (Town of Newmarket) as additional insured parties and shall comply, in and form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder.

**13. Permits**

It shall be the responsibility of the contractor to obtain all federal, state, and local permits which may be required and necessary to perform the work. The Town will assist the contractor when possible in obtaining said permits. The cost of any permits or fees associated with same shall be borne by the Contractor.

**14. Worker's Compensation**

The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of its employees employed at the site of the project and in case any work is sublet, the Contractor shall require the subcontractor, similarly, to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

**15. Social Security Act**

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability

for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal Officials; and said Contractor also agrees to indemnify and save harmless the Town of Newmarket from such contributions or taxes or liability therefore.

**16. Basis of Payment**

- a. BID ITEM #1 – Collection Set up fee, shall consist of all costs necessary to organize, set up and conduct the project in accordance with these project documents, and shall be paid as a lump sum. This item shall include but not be limited to all general condition requirements and all other project requirements which are not covered by the remaining bid items. Reimbursement shall be at the actual contract price bid and shall consist of all costs necessary to properly collect, sort, package, transport and dispose of the identified household hazardous wastes.

- a. BID ITEMS #2 through #16 consisting of the following items:

- #2 Consolidated Organic Liquids, Flammables 55 gallon drum
- #3 Mixed Aerosols 55 gallon drum
- #4 Pesticide Liquids 55 gallon drum
- #5a Pesticide Solids in Consumer Packaging 55 gallon drum
- #5b Pesticide Solids in Consumer Packaging Cubic Yard Box
- #6 Oxidizing Materials 55 gallon drum
- #7 Acid/Acid compatible material 55 gallon drum
- #8a Lab packs 16 gallon drum
- #8b Lab packs 55 gallon drum
- #9 Resins, Adhesives (in cans) Cubic Yard Box
- #10a Oil-based paints and varnishes (in cans) Cubic Yard Box
- #10b Oil-based paints and varnishes (liquids/sludges) 55 gallon drum
- #11 Antifreeze/glycols 55 gallon drum
- #12 Mercury products 5 gallon pail
- #13 Drycell/rechargeable batteries (Ni-Cd & lithium) 5 gallon pail
- #14 Smoke or CO detectors 5 gallon pail
- #15 Fire Extinguishers each

All collecting, analyzing, sorting, packaging, transporting and disposing of identified household hazardous wastes and contaminated emptied containers shall be paid for at the contract unit price bid per container of the material type and size specified.

## **17. Hazards**

The Contractor warrants that it understands the currently known or suspected hazards which are presented to persons, property and the environment by transport, treatment and disposal of wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient expeditious and lawful manner using industry accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.



## WORK PLAN

The following plan describes how the Town of Newmarket proposes to handle the household hazardous waste cleanup activities on the cleanup day.

### Material Flow

As a homeowner arrives at the designated facility, posted signs shall direct him to the receipt area. At that point, Town representatives shall meet the incoming vehicle, elicit general information from the participant (e.g., town of residence, types and amounts of wastes brought to the facility), and obtain information on waste disposal, household hazardous wastes, health effects, etc.

The participant then drives to the collection area where the waste material shall be removed from the vehicle and taken to the handling tables by Contractor representatives. At this point, the Contractor takes custody of the waste. Once removed, the participant will be directed toward the exit.

In the event that a participant exceeds the amount of waste allotted for disposal (10 gallons or approximately 20 pounds), the Owner's project manager shall be so advised. The excessive waste may be accepted per the authority of the Owner's Project Manager.

The waste will be removed from the participant's vehicle by the Contractor's representative and shall be handed over the "hot line" along with its accompanying information sheet.

The Contractor shall segregate known wastes from unknown wastes. Separate table shall be used. Known waste shall be transferred from its table to appropriate repackaging tables: solvents, corrosives, and pesticides and/or poisons. The Contractor's personnel shall man those tables, repackage the waste as necessary, record information about those wastes for manifest purposes and containerize the wastes in 55-gallon drums or other appropriate container. The wastes shall be packaged on-site so that they may be properly and safely transported and disposed of, e.g., as lab packs, etc. All paints accepted shall be bulked on site.

Unknown wastes shall be transferred from the collection table to the analysis area by the Contractor. The Contractor shall conduct simple chemical analysis on these wastes to determine appropriate classification. Following classification, those wastes shall be packaged at this location for transportation to an authorized hazardous waste facility.

Once the drum or other container has been filled with waste, it shall be properly closed and transferred to the trailer for storage. Manifests shall be initiated by the Contractor. Upon completion of the collections at the end of each day, the vehicle shall transport the wastes to an authorized treatment or disposal facility. No drums or container shall leave the site until they are properly packaged.