

## **EXHIBIT 1 - SCOPE OF WORK**

### **Contract Managers**

Contractor's Contract Manager is:

EnviroTank Clean, Inc.  
Ray Lutes  
12381 State Route 7, Unit A  
Belpre, Ohio 45714  
phone: (740) 423-0907, fax: (740) 423-0806

Ohio EPA's Contract Manager is:

Eric Schultz  
50 West Town Street  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
phone: (614) 644-2938, fax: (614) 728-1245  
[eric.schultz@epa.state.oh.us](mailto:eric.schultz@epa.state.oh.us)

Contractor shall coordinate all work performed under this Scope of Work with Ohio EPA's Contract Manager. Ohio EPA shall in turn coordinate with Contractor's Contract Manager regarding work performed by Contractor under this Scope of Work. Either party may change the designated Contract Manager by notifying the other party in writing.

### **Work & Work Schedule**

Contractor shall complete the following tasks in accordance with this Scope of Work. These tasks include:

#### **Leachate Pick-up, Transport and Disposal**

1. Within twenty-four (24) hours after the Contractor's receipt of notice from Ohio EPA's representative to the Cozart Sanitary Landfill that leachate must be removed from the leachate collection tanks at the Cozart Sanitary Landfill, the Contractor will provide the necessary personnel and equipment (i.e., pumps, labeling and placards, vac trucks, tanker trucks, etc.) to remove the leachate from the leachate collection tanks at the Cozart Sanitary Landfill and transport it to a treatment and/or disposal facility.
2. The Contractor will transport the leachate from the Cozart Sanitary Landfill to a treatment and/or disposal facility which holds the proper license or permit to treat and/or dispose of waste waters which exhibit the chemical characteristics of the

leachate. Ohio EPA will periodically acquire leachate samples for laboratory analysis. Any significant change in the chemical composition of the leachate, as determined by Ohio EPA, which would alter the method of treatment and/or disposal of the leachate may result in a change in the costs paid for the pick-up, transport, treatment and/or disposal of the leachate. See Article XIV in the attached Ohio EPA Contract.

3. Payment for leachate transport, treatment, storage and/or disposal will be at the Contract unit price submitted per gallon of leachate and will include all costs involved in the pick-up, transport, and treatment and/or disposal of the leachate.

### **Tank Clean-Out**

1. Upon receipt of direction from Ohio EPA, the Contractor will provide the necessary personnel and equipment to remove any accumulated sediment/sludge material from the leachate collection tanks at the Cozart Sanitary Landfill.
2. All sediment/sludge materials removed from the leachate collection tanks at the Cozart Sanitary Landfill will be evaluated by the Contractor in accordance with Ohio Administrative Code (OAC) rule 3745-52-11. Sediment/sludge material from individual leachate collection tanks will be evaluated separately and will not be commingled with sediment/sludge material from the other leachate collection tanks at the site. The sediment/sludge material will be containerized (i.e., drums, roll-off boxes, etc.) immediately after removal from the leachate collection tanks and stored in a manner and in an area of the Cozart Sanitary Landfill approved by Ohio EPA. Within five (5) working days after the Contractor's receipt of laboratory analyses performed to properly evaluate the sediment/sludge material, the Contractor will transport the sediment/sludge material from the Cozart Sanitary Landfill to a treatment, storage and/or disposal facility which holds the proper license or permit to treat, store and/or dispose of the sediment/sludge material. If the material is a hazardous waste, Ohio EPA will be the generator and will assist the Contractor as appropriate. In such an event, the Contractor shall notify Ohio EPA within two (2) working days. Containers determined to be full or partially full of sediment/sludge material exhibiting a characteristic of hazardous waste will be manifested, labeled, dated and transported in accordance with OAC Chapters 3745-52 and 3745-53.
3. Payment for this task shall be at the Contract unit price bid for the removal, evaluation, transport, treatment, storage and/or disposal of sediment/sludge material that does not exhibit a characteristic of hazardous waste or, if

applicable, the removal, evaluation, transport, treatment, storage and/or disposal of sediment/sludge material that does exhibit a characteristic of hazardous waste.

### **Tank System Integrity Testing**

1. Upon receipt of direction from Ohio EPA, the Contractor will provide the necessary personnel and equipment to test the integrity of each leachate collection tank and the immediate leachate collection lines.
2. Tests may be necessary to ensure the integrity of the leachate collection tanks and any adjacent leachate collection lines. Each fiberglass tank has a volume of 10,000 gallons.
3. Payment for this task will be at the Contract unit price.

### **Record Keeping**

1. The Contractor will maintain records in accordance with applicable federal, state and local laws, including, but not limited to Chapter 3734 of the Revised Code, OAC rules 3745-52-40 and 3745-53-22. These records will include, but not be limited to, a copy of all bills of lading, non-hazardous waste manifests, hazardous waste manifests, laboratory analyses associated with waste evaluation and all other documents involved with the removal, evaluation, transport, treatment, storage and/or disposal of the leachate and the sediment/sludge material. These records/manifests will indicate the volume of leachate that is collected from the leachate collection tanks, and identify from which tanks the specific volumes were collected. The documents referenced above will be maintained for a minimum of three (3) years after final payment under this Contract.
2. There will be no additional payments for record keeping associated with the removal, evaluation, transport, treatment, storage and/or disposal of leachate and sediment/sludge materials. Costs for record keeping will be included in the Contract unit price submitted for the removal, evaluation, transport, treatment, storage and/or disposal of leachate or sediment/sludge material.

### **Health & Safety Plan, Spill Control Plans, and PUCO Compliance**

1. The Contractor will develop, maintain and implement a health and safety plan for the work embodied in the Contract which complies with all appropriate State and Federal regulations including the Occupational Safety and Health Administration at 29 CFR 1910.120.

2. The Contractor will develop a spill control plan pertaining to the removal of leachate and sediment/sludge from the leachate collection tanks at the Cozart Sanitary Landfill and which pertains to the transport of the leachate and sediment/sludge to a treatment, storage and/or disposal facility.
3. During the transport of the leachate and sediment/sludge, the Contractor will comply with all applicable PUCO regulations.
4. Payment for this task will be included in the Contract unit price submitted for the removal, evaluation, transport, treatment, storage and/or disposal of leachate or sediment/sludge material.

## EXHIBIT 2 – COMPENSATION

In consideration of the satisfactory performance by Contractor of the work specified in Exhibit 1 - Scope of Work, Ohio EPA agrees to compensate Contractor as follows:

### Costs Schedule

Cozart Sanitary Landfill				
<b>Leachate Disposal Project</b>				
<b>Costs Schedule</b>				
Item	Quantity	Unit	Unit Price	Item Total
Pick-up, transport and treatment and/or disposal of leachate	1,057,189	Gallons	\$0.139	\$146,949.28
Removal, evaluation, transport and treatment, storage and/or disposal of non-hazardous sediment/sludge material	10	Tons	\$330.75	\$3,307.50
Removal, evaluation, transport and treatment, storage and/or disposal of characteristically hazardous sediment/sludge material	10	Tons	\$330.75	\$3,307.50
Tank system integrity testing (positive pressure)	4	Each	\$832.39	\$3,329.56
<b><i>TOTAL PROPOSED PRICE</i></b>				<b>\$156,893.84</b>

**Temporary Fuel Adjustment.** Should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of the Contract award, the Contractor may petition Ohio EPA to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in one (1) month intervals, for the duration of the Contract, under the above conditions. Said increases will be effective on all orders placed on or after the approval date of the adjustment.

### **Total Compensation**

The terms upon which the Contractor will be compensated under this Contract will be as follows and defined in the Rate Schedule:

In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to Fiscal Year 2010, shall be \$ 78,446.92.

In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to Fiscal Year 2011, shall be \$ 78,446.92.

In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to both Fiscal Years shall be \$156,893.84.

It is understood and agreed that work embodied in this Contract will begin on or about July 1, 2009 after receiving notification to proceed from the Ohio EPA, and will terminate on June 30, 2011.

Payment for unit price work shall be based upon actual services rendered. Changes in the quantity of services performed shall only be made upon receipt of approval of such a change from Ohio EPA. If such changes as stated above are necessary, and are approved by Ohio EPA, then any additional or reduced payments shall be determined in accordance with the Unit Prices found in the Rate Schedule, Exhibit 2.

### **Submission of Invoices**

In addition to the terms for invoicing set forth in the *Compensation* article of this Agreement, Contractor shall send each original invoice for payment to:

Ohio Environmental Protection Agency  
Division of Hazardous Waste Management  
Attn: Eric Schultz  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Contractor shall send a copy of each invoice to Ohio EPA's Contract Manager, as specified in Exhibit 1.