

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 5/14/2015

NOTICE OF CONTRACT REVISION
(update state contact)

COMMODITY: HAZARDOUS WASTE - PART II - PETROLEUM CLEAN UP & RECYCLE OR DISPOSAL

CONTRACT #: 8001545

COMMODITY CODE: 926-4500

VENDOR: ENPRO SERVICES, INC. VENDOR #: 161724
709 KEITH AVENUE
PEMBROKE NH 03275

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EFFECTIVE FROM: JUNE 30, 2014 Through: JUNE 30, 2015
Extension: July 1, 2015 Through June 30, 2017

TERMS: NET 30

INVOICING: INVOICING SHALL BE BY PART NUMBER II, PLUS THE SPECIFIC ITEM NUMBER OF PART II, INCLUDING THE LETTER & NUMBER COMBINATIONS.

Questions: Loretta Razin, Purchasing Manager
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CONTRACT – SERVICES - HAZARDOUS WASTE – PART II – PETROLEUM CLEAN-UP shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

Item	Description	Unit	ENPRO Unit Price
MOBILIZATION/DEMOBILIZATION			
II-M-1.	Site mobilization and demobilization		
	COOS		0.00
	GRAFTON		0.00
	CARROLL		0.00
	SULLIVAN		0.00
	MERRIMACK		0.00
	BELKNAP		0.00
	STRAFFORD		0.00
	CHESHIRE		0.00
	HILLSBOROUGH		0.00
	ROCKINGHAM		0.00
LABOR			
II-L-1.	Project Manager/Site Supervisor	Hour	0.00
II-L-2.	Health and Safety Officer	Hour	0.00
II-L-3.	Foreman	Hour	54.00
II-L-4.	Engineer	Hour	0.00
II-L-5.	Technician	Hour	52.00
II-L-6.	Equipment Operator	Hour	54.00
II-L-7.	Driver	Hour	0.00
II-L-8.	Laborer	Hour	0.00
PERSONEL PROTECTION CLOTHING AND EQUIPMENT			
II-P-1.	Add-on cost for Level C PPE (garment, gloves, disposable boots, mask, air purifying cartages and tape)	Half-day	25.00
II-P-2.	Add-on cost for Level B PPE (garment, gloves, disposable boots, mask, SCBA's and tape)	Half-day	0.00
II-P-3.	Add-on cost for Level A PPE (garment, gloves, disposable boots, mask, SCBA and tape)	Half-day	0.00
EQUIPMENT			
II-E-1.	Vacuum Truck	Half Day	250.00
II-E-2.	Roll-Off truck	Half Day	200.00
II-E-3.	Dump/Tractor Trailers	Half Day	0.00
II-E-4.	Transport Tractor/ Tankers	Half Day	0.00
II-E-5.	Flat Bed Tractor/Trailers	Half Day	125.00
II-E-6.	Vactor 4500 CFM	Half Day	300.00
II-E-7.	Motorized Response Boat	Half Day	175.00
II-E-8.	Emergency Response Van and/or Trailer	Half Day	175.00
II-E-9.	Crew Cab and Utility Trucks	Half Day	100.00
II-E-10.	Standard Pickup Truck	Half Day	0.00
II-E-11.	Dump Truck, 12 Wheel	Half Day	175.00
II-E-12.	Dump Tractor / Trailer	Half Day	225.00
II-E-13.	Backhoe, 0.5 c.y. bucket and 16 feet dig depth	Half Day	150.00
II-E-14.	Excavator , 150 type	Half Day	300.00
II-E-15.	Bulldozer, 50 HP D4 or equivalent	Half Day	0.00
II-E-16.	Skidsteer, "Bobcat" or equal	Half Day	125.00
II-E-17.	Loader, 1.5 c.y. bucket	Half Day	250.00
II-E-18.	Bobcat Attachments	Half Day	0.00
II-E-19.	Excavator Attachments	Half Day	0.00
II-E-20.	Box Truck or Rack Truck	Half Day	200.00

II-E-21.	Roll-Off Liner	EACH	90.00
II-E-22.	Roll-Off Container, 20 c.y.	Half Day	10.00
II-E-23.	Roll-Off Container 30 c.y.	Half Day	0.00
II-E-24.	Skimmer – Duckbill, Slurp, Swiss	Half Day	0.00
II-E-25.	Water Blaster – 10,000 psi.	Half Day	0.00
II-E-26.	Hosty Steam Cleaner – 800 psi	Half Day	100.00
II-E-27.	Compressor –125/175	Half	100.00
II-E-28.	Pump, sludge – 6-inch discharge	Half Day	0.00
II-E-29.	Pump, diaphragm 2 inch or 3 inch discharge	Half Day	30.00
II-E-30.	Pump Centrif, 1-1/2 inch or 3 inch disch	Half Day	50.00
II-E-31.	Electric Air Fan, Explosion Proof	Half Day	10.00
II-E-32.	Compactor, Walk Behind	Half Day	40.00
II-E-33.	Electric / Air hand tools or 1/2" rotary percussion drill	Half Day	0.00
II-E-34.	Drum Vacuum Pump	Half Day	20.00
II-E-35.	Drop-Off and Pick-Up Charge, any size container	Incident	0.00
II-E-36.	Generator, up to 10K watt	Half Day	50.00
II-E-37.	Jackhammer, Bits and Hose	Half Day	25.00
FIELD MONITORING EQUIPEMNT			
II-M-1.	Photoionization Detector	Day	25.00
II-M-2.	Metal Detector	Day	0.00
II-M-3.	Oil/Water Interface Tape	Day	0.00
II-M-4.	Oxygen/Explosimeter	Day	0.00
SAMPLING EQUIPMENT			
II-S-1.	Sampling Pumps	Day	0.00
II-S-4.	40 ml Vials	Case	0.00
II-S-5.	Well Bailers, Thieves Reusable	Each	0.00
II-S-6.	Well Bailers, Thieves Disposable	Each	0.00
CONTAINMENT AND CLEANUP MATERIALS			
II-C-1.	Drums, Type 17E, closed head	Each	40.00
II-C-2.	Drums Type 17H, open head	Each	40.00
II-C-3.	Drums, 25M, poly, 55 gallon	Each	50.00
II-C-4.	Drums, 17E, poly, 30 gallon	Each	30.00
II-C-5.	Drums, 17H, poly, 30 gallon	Each	30.00
II-C-6.	Overpack Drums, steel, 85 gal	Each	125.00
II-C-7.	Overpack Drums, Poly-Bondico, 90 gal	Each	155.00
II-C-8.	Sorbent Pads, 18" x 18"x 3/16", 200/bale	Bale	92.00
II-C-9.	Sorbent Booms 10' x 8" diameter, 4/bale	Bale	185.00
II-C-10.	Oil Snares, 30 units/box	Box	40.00
II-C-11.	Speedi-dry, 50lb. bag	Bag	12.00
II-C-12.	Polyethylene bags, 38" x 60" 4 mil, 50/case	Case	60.00
II-C-13.	Oil Spill Containment 12" or 18"	Feet	0.50
II-C-14.	Oil Spill Containment Boom, 36" diameter	Feet	0.00
CONTAMINATED MATERIAL DISPOSAL			
II-D-1.	Transportation and disposal of gasoline and water	Gallon	0.70
II-D-2.	Transportation and disposal of light oils and water, #2 and #4	Gallon	0.50
II-D-3.	Transportation and disposal of heavy oils and water, #6	Gallon	0.08
II-D-4a.	Transportation and disposal of solids contaminated with gasoline (quantities of 3 drums or less)	Drums	110.00
II-D-4b.	Transportations and disposal of solids contaminated with gasoline (quantities of equivalent 4 drums or more in "T" packs)	Pack	325.00
II-D-4c.	Transportation and disposal of solids contaminated with gasoline (bulk quantities, over 15 tons)	Tons	40.00
II-D-5.	Transportation and Disposal of Waste Gasoline	Gallons	0.00
II-D-6.	Transportation and Disposal of Waste Fuel Oil	Gallons	0.00
II-D-7a.	Transportation and disposal of solids contaminated with oil (quantities of 3 drums or less)	Drums	105.00
II-D-7b.	Transportation and disposal of solids contaminated with oil (quantities of equivalent to 4 or more, in	Pack	300.00

	tote boxes)		
II-D-7c	Transportation and disposal of solids contaminated with oil (Bulk quantities, over 15 tons)	Tons	41.00
ANALYTICAL LABORATORY SERVICES			
II-A-3.	Volatile Organic Compounds plus MtBE, for gasoline in Soil by EPA Method 8260B** NHDES FULL LIST FOR VOCS	Each	105.00
II-A-4.	Volatile Organic Compounds plus MtBE, for gasoline in Water by EPA Method 8260B**NHDES FULL LIST FOR VOCS	Each	105.00
II-A-5.	Total petroleum hydrocarbons for gasoline in soil by Purge and Trap-GC/Fid Method 8015	Each	100.00
II-A-10.	Polyaromatic hydro-carbons for fuel/diesel oil in soil by EPA Method 8270 or Method 8310	Each	160.00
II-A-11.	Total petroleum hydrocarbons for fuel/diesel oil in soil by Extraction GC/FID Method 8015	Each	105.00
II-A-12.	Polyaromatic hydrocarbons, for waste oil in soil, by EPA Method 8310 or 8270	Each	160.00
II-A-13.	Polyaromatic hydrocarbons, for waste oil in water, by EPA Method 8310 or 8270	Each	160.00
II-A-14.	Total petroleum hydrocarbons for waste oil in soil by DRO Extraction GC/FID Method 8015	Each	105.00
II-A-15.	Metals analysis (arsenic, cadmium, chromium, lead and mercury for waste oil in soil by EPA Method 6010	Each	105.00
II-A-17.	Volatile Organic Compounds in Air by EPA Method TO-14	Each	300.00
II-A-18.	Add-on for 24-hour turn-around on analytical samples	Each	150.00
REPORTING			
II-R-1.	Incidence Response Reports	Each	100.00
II-R-2.	Engineer's Structural Report	Each	1,000.00
II-R-3.	Electronic submittals	Each	0.00

GENERAL TERMS AND CONDITIONS

- Services are requested for the cleanup, disposal, recycling, or treatment of petroleum products discharged into the environment. These discharges can consist of but are not limited to: ruptured or leaking underground and/or above ground storage tanks, leaks from piping, spills, illegal petroleum dumps, or other circumstances involving the release of petroleum products. All these conditions and any other similar conditions presenting a hazard to the environment, or health and safety of the public shall be included under this Contract. The Contractor shall furnish the necessary personnel, permits, material, equipment, services, and facilities to perform the work contained in the Scope of Work.
- The Contractor shall identify laboratories to be used for testing of petroleum products, soils, water and other samples required to be analyzed under this Contract. The laboratories shall be certified by the N.H. Department of Environmental Services.
- It shall be the Contractor's responsibility to obtain all required local, State, and federal permits required under this Contract.
- The services to be performed under this Agreement shall be in accordance with all current State and Federal Emergency Response Requirements.
- All work and remediation shall follow the Env-Wm 600 Contaminated Site Management, and EPA Standards, New Hampshire Department of Environmental Services (NHDES) regulations, regulations established by OSHA, national fire standards, and applicable local codes and ordinances.
- A duly authorized representative for the state agency requiring work by the Contractor under this Contract shall perform inspection and acceptance of materials and services provided.
- The Contractor shall ensure that all sampling conducted under this Contract is in accordance with applicable EPA analytical protocols. It is anticipated that air, surface water, groundwater, and soil samples shall be collected under this Contract. All samples shall be properly collected in the appropriate containers and be properly preserved and transported. Strict chain-of-custody procedures shall be followed at all times in order to guarantee sample integrity.

SCOPE OF WORK

- Services to be provided by the Contractor under this contract include but are not necessarily limited to the following activities:
 - containment of free phase petroleum product;
 - collection of free phase product to prevent migration. Methods of collection of both surface and subsurface free product may include: interception trenches, dual pump systems, floating surface skimmers, and oil/water separators;
 - collection of floating and submerged oil;
 - installation of temporary above ground tanks and associated piping;
 - groundwater recovery employing one or more of the following processes: well points, collection trenches, recovery wells, hydraulic barriers, and injection wells;

- f. control of surface water through diversion and/or collection;
- g. excavation for the removal of contaminated soil and sediments;
- h. transportation and disposal of collected free phase product, soils, sediments, and consumable materials used in the cleanup of a site;
- i. groundwater treatment through the use of activated carbon adsorption, air stripping, biological treatment, soil vapor extraction, and dual phase extraction;
- j. securing the site from trespassers and/or all unauthorized personnel.

EMERGENCY AND NON-EMERGENCY RESPONSE

1. If a release poses a significant and immediate threat to human health and to the environment, then the release is considered an emergency. The State or Agency will determine if an emergency exists.
2. The Contractor shall respond to a non-emergency spill or release within a maximum of 24 hours unless a greater time is approved by the Agency using the contractor's services. The State or Agency will determine if a spill or release is a non-emergency.
3. The State or Agency and Contractor shall agree to the choice of the method to be used in addressing the cleanup of a site prior to commencement of the work.
4. The Contractor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
5. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271-3636. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)
6. The Contractor shall maintain a 24-hour per day, 7 days per week response capability.
7. In situations where severe weather conditions may affect road conditions and the travel time, the State or Agency contact person may allow the Contractor additional travel time. Such additional travel time shall be agreed to at the time of notification and shall be documented by both the Contractor and the State or Agency contact person.
8. When a spill occurs, the Agency contact person shall notify the Contractor by telephone, providing the best available information regarding the spill. If possible, this will include the location, type of product, estimated size of the spill, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.
9. The Contractor may be supervised by representatives of the State or Agency that retained the Contractor.
10. Any discharge of oil in violation of RSA 146-A shall be reported to the NHDES, Waste Management Division by any party having knowledge of the discharge.
11. Upon arrival at the site of a hazardous waste spill or incident, the Part II Contractor shall coordinate with the State or Agency representative to use the Part III Contractor's services or applicable rates.

ASSIGNMENT OF PERSONNEL

1. Assignment of Contractor personnel to any of the projects/sites shall be appropriate to the complexity and size of the project and the type of work to be performed. The lowest technical level of personnel capable of performing the work shall be assigned to the project whenever possible. Where overly qualified personnel are assigned to the project, the Agency, at its sole discretion, may pay the Contractor at the rate in the Contract for the work actually being performed, i.e., should a foreman be performing the duties of a Laborer, the rate paid by the Agency may be reduced from the rate of Foreman to that of Laborer
2. Duplicate supervisory personnel shall not be assigned to the project unless the work effort warrants that level of involvement. As an example, the assignment of multiple foremen to a project shall be appropriate to the level of work occurring.
3. The Contractor shall provide to the Agency, the names and job assignments of all management personnel for approval prior to assignment to the Work. Once assigned to the project, the Contractor shall not substitute personnel in any of the management positions without prior approval from the Agency.

HEALTH AND SAFETY

1. The nature of the work to be performed under this contract is inherently hazardous.
2. In performance of work under this contract the contractor shall, as a minimum, satisfy all federal, State, and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor shall ensure complete compliance with all the requirements of 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" Final Rule. Beyond these minimum requirements, the Contractor shall develop and make available to the State or Agency for review a Health and Safety Plan (HASP) specific to the release or spill site. These plans shall include: descriptions of measures designed to

protect the health and safety of the incident responders, location of nearest hospital, and names of safety personnel.

3. The Contractor shall have sufficiently trained staff as safety personnel and as hazardous waste technicians and operators. The minimum safety training requirements are established in Section C. Additional Contract Terms and Conditions.
4. It shall be the Contractor's responsibility to amend or revise the HASP once on site to address specific site conditions.

SUBCONTRACTORS

1. The State or Agency may at any time by written order require the performance of extra work activities not included in the scope of the work. In the case of work that is done by subcontractors, payment to the Contractor shall be limited to a price determined by adding fifteen (15) per cent to the quoted cost of the work. Said markup shall be the Contractor's fee in directing the operations of the subcontractor, for administrative supervision, and for all overhead costs.
2. When subcontracting, the Contractor may utilize the services of specialty subcontractors on those parts of the work that, under usual contracting practices, are performed by specialty subcontractors. The Contractor shall not award any work to any subcontractor without prior approval of the Agency.
3. The Contractor shall be as fully responsible to the State or Agency for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
4. The Contractor shall require the subcontractor to insert in subcontracts relevant to the work provisions to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the Agency may exercise over the Contractor under any provision of the Contract Documents.
5. Contractor shall not create any contractual relation between any subcontractor and the State or Agency.
6. Contractor shall be responsible for all payments to the subcontractors.

WORK ADJACENT TO STRUCTURES

1. For work in the vicinity of a structure which may affect structural integrity, the Contractor shall obtain the services of a qualified structural or geotechnical Professional Engineer licensed in the State of New Hampshire. The engineer shall provide evaluation and design services prior to the start of the work.
2. In instances where it becomes necessary to excavate next to existing structures, photos shall be taken of the structure prior to commencement of the work. Where appropriate, videotaping of the structural conditions may also be performed to supplement photographs. The completeness of the photographic record may be crucial in any subsequent litigation that may arise.

SITE RECORDS

1. The Contractor shall maintain records for each response site. These shall include daily logs, reports, and a photo history of the site. The contractor shall maintain daily logs listing the work performed, the number of personnel on the site and equipment on site. The log shall also document weather conditions, list all personnel, subcontractors and visitors on-site.
2. The Contractor shall take photographs of the site conditions and photographs at the completion of the work. Digital photographs are preferred; if prints, photos shall be 4-inch by 6-inch color. Photos shall be documented with the date, time, and location of the camera. Should the project extend over several days, progress photos shall also be taken and kept with the project records.

INCIDENT REPORTS

1. The contractor shall prepare a report upon the completion of the effort at each site. The purpose of the report is to document the incident and the work performed. The report shall provide findings, and conclusions regarding the activities completed; account for the funds expended, and provide guidance and recommendations, which could be, applied to future response efforts of a similar nature. Incident Reports shall be submitted within 30 days of completion of work on the site to the Agency, which had activated the Contract. Failure to submit the report within the time allowed shall result in the holding of all subsequent payments to the Contractor until the report is submitted. A copy of this report will also be submitted to the State, if any discharge of oil in violation of RSA 146-A has occurred.
2. At a minimum, each Incident Report shall include a completed Initial Response Action Reporting Form. The following supplementary information shall be provided in the report:
 - a. actual cost breakdown;
 - b. name of State or Agency representative who initiated the response;
 - c. date and time personnel and equipment arrived;

- d. date and time Contractor notified;
- e. number of individuals responding;
- f. equipment and materials used; and
- g. disposal documentation

INVOICE

Itemized invoices must include the following:

Date work was done
 Brief description of work done
 Cost of job by Contract item Numbers, as provided.
 Location of work

Itemized invoices shall be submitted in duplicate after the delivery of job/services to the individual agency that work was performed. Each agency will make payment through the normal state payment process, which is up to 30 days following the receipt of an approved invoice.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of work to the states' satisfaction.

1. Emergency response premiums shall not be paid. No administrative and fuel/energy surcharge costs are permissible.
2. Payment for services under this Contract shall be 100% of the billed amount, payable within 30 days upon acceptance of the Contractor's invoice. Certification of final disposition of the waste material shall be received by the State or Agency using the Contractor's services within 90 days from completion of the work. The Agency may waive this requirement in situations where long-term services are required or where it is deemed appropriate.
3. Labor costs, with the exception of preparing site Incident Reports, shall apply to on-site time only. Portal-to-Portal time shall not be paid for under this Contract.
4. Item II-M-1, Site Mobilization and Demobilization, covers the cost to the Contractor for mobilizing equipment and personnel to the site of a spill and subsequently demobilizing the equipment and personnel upon completion of the assignment. One payment shall be made for each site the Contractor is called to, regardless of the number of personnel and equipment required at the site. Payment shall normally be made upon demobilizing from the site. However, where the Contractor's equipment and personnel will be required on-site for a period exceeding one month, half of the Contract amount shall be paid for mobilization and the remaining half shall be paid upon demobilizing from the site.
5. The Contractor in providing costs for the disposal of the wastes, Items II-D-1 through II-D-7C shall include with each contract item a designation for the method of disposal of the material. The Contractor shall use one of the following letters to identify the method of disposal:

a. R – recycling;	c. I – incineration; or
b. T – treatment;	d. L- land filling

In the event a waste item is not covered in the contract, the price for disposal, recycling, or treatment, shall be negotiated with the generating Agency, and so noted on the invoice rendered by the contractor.

6. The State realizes that the most preferred method of disposal, recycling, may not be appropriate or possible for certain wastes. The Contractor's designation shall be the most preferred method of disposal available for the waste based on current industry standards.
7. All labor prices Items II-L-1 through II-L-8 are based on Level D, personal protective equipment. Items II-P-1 through II-P-3 shall be the additional cost of providing Level A, Level B or Level C PPE to each worker donning PPE as directed by the Site Safety Officer.
8. Payment for laboratory analyses shall include all labor, materials, and equipment necessary to perform the laboratory analysis and report the results. The cost of performing special analyses not listed in the contract shall be provided at a cost to be agreed on by the Contractor and the Agency requesting the services. All laboratory analysis prices shall be based upon a two-week turn-around.
9. If the project lasts for more than one day and is over 80 miles from the Contractor's N.H. base of operations, per diem charges for employees on the project shall be allowed. Per diem rates shall be reimbursed for the expense of meals and lodging. Per diem rates shall not exceed the current

prevailing rates for the State established by federal travel regulations. Receipts shall be originals and submitted with the request for compensation in order to verify the expense.

10. Costs for the disposal, recycling, treatment, land-filling and transportation of materials contaminated with hazardous wastes shall be accepted or rejected based on comparison with the Part III Contract prices and quoted prices by the Part II Contractor.
11. Prices for the disposal, recycling, treatment, and transportation of waste materials shall include all applicable state and federal fees and taxes.
12. Cost of preparing the HASP shall be included in and incidental to Item II-M-1, Mobilization and Demobilization, contained in the contract.
13. Heavy Equipment that is on-site but not being used on a daily basis shall be considered as standby equipment and payment for the contract item shall be reduced to a standby rate. The standby rate for all equipment shall be 50% of the rate stated in the contract. Where it is agreed by the Agency that a piece of equipment is essential on site to mitigate a potential threat to on-site personnel, public health, or the environment, this reduction in the charge rate shall not be applied.
14. Equipment used on-site for any part of the payment period shall be paid for the full amount of that period, i.e., equipment with a daily lease rate shall be paid the full rate regardless the length of time the equipment is used on-site within the payment period. Measurement for payment for equipment with day rates shall extend from midnight to noon and from noon to midnight.
15. Payment for materials used without a contract Item shall be actual cost plus 10 percent.
16. The cost of preparing and maintaining site records shall be included in and incidental to Mobilization and Demobilization, Item II-M-1, in the contract.
17. Labor Items shall be adjusted for overtime in accordance with the following schedule:
 - a. Price x 1.5 – Work hours in excess of 8 hours on any weekday or Saturday
 - b. Price x 2.0 – Work hours on Sundays and State recognized holidays.
18. The Contaminated Material Disposal items are for the cost to transport the wastes from the site or incident to the disposal facility and for the disposal, treatment, recycling, and /or land-filling of the wastes. There shall not be separate transport costs from the site or incident to a processing facility which in-turn packages the wastes for final disposal at another facility to be charged at the transport /disposal prices.