

DUPLICATE

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER (10089960-23-K
Sidewalk Sanitation Services)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # (10089960-23-K Sidewalk Sanitation Services) (Contractor).

RECITALS

On or about 11/23/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide street sanitation and hazardous waste removal as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Stephen Bilecz, Program Manager
9601 Ridgeway Ct.
San Diego CA, 92123
858-627-3316
SBilecz@sandiego.gov


**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

ESTABLISHED

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$18,466,000.00. Initials: 
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

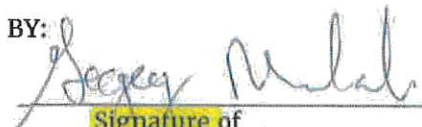
Clean Harbors Environmental Services, Inc.
Proposer

42 Longwater Drive (corporate office)
Street Address

Norwell, MA 02061
City

(781) 792-5000
Telephone No.

malerbi.gregory@cleanharbors.com
E-Mail

BY: 
Signature of
Proposer's Authorized
Representative

Greg Malerbi
Print Name

SVP Treasurer
Title

January 10, 2023
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: 
Deputy Chief Operating Officer
General Services Branch

Print Name: _____
Director, Purchasing & Contracting Department

9/7/23
Date Signed

Approved as to form this 14th day of
September, 2023.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

2.8 Additional Information as required in Exhibit B.

Tab B - Executive Summary and Responses to Specifications.

2.9 A title page.

2.10 A table of contents.

2.11 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.12 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.	35
<ol style="list-style-type: none"> 1. Demonstrated an understanding of the intent and requirements of the RFP. The Proposal is complete and reflects an understanding of the City's values and needs and a full understanding of the Scope of Services. 2. Reasonableness of the proposed approach and demonstrated a complete understanding of all requirements in the Scope of Services. 3. Demonstrated technical capability in the proposed approach to meet all of the requirements of the Scope of Services and the established performance standards in the required timeframes. 4. Demonstrated adequate qualified staffing and equipment to fulfill the Scope of Services at the established performance levels in the required timeframes. 5. Demonstrated knowledge of all regulations associated with handling, packaging, labeling, storing, transportation, treatment, recycling and disposal of the wastes generated as a part of the Scope of Services. 	
B. Staffing Plan.	20
<ol style="list-style-type: none"> 1. Qualifications of personnel adequate for requirement 2. Availability/Geographical location of personnel for required tasks 3. Clearly defined Roles/Responsibilities of personnel 	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
<ol style="list-style-type: none"> 1. Relevant experience of the Firm and subcontractors 2. Previous relationship of firm and subcontractors on similar projects 3. Other pertinent experience 4. Location in the general geographical area of the project and knowledge of the locality of the Project 5. Past/Prior Performance 6. Capacity/Capability to meet The City of San Diego needs in a timely manner 7. Reference checks 	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	
	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	
	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City's goal is to partner with qualified, responsible firm(s) to perform sanitation services and incidental hazardous substances or hazardous waste removal on City public rights-of-way and on other City-owned property, on a scheduled or on an as-needed basis. Proposals submitted in response to this RFP shall comply with the minimum requirements of this RFP.

In addition, any changes to the following Services standards during the performance of this contract, must be approved by the City prior to the Contractor's application of the changes. The following specifications detail the City's minimum requirements for performance of this Contract.

The City has recently taken several efforts to ensure that public rights-of-way are free of any debris or waste. It is the City's intent to expand those efforts under any Contract resulting from this RFP, which may be used by several participating City departments.

For the purposes of this contract, the term "waste" shall mean all of the following: hazardous substances, hazardous waste, biohazardous waste, medical solid waste, sharps waste, and human waste. A waste type will be specifically noted if additional requirements must be met for that waste type. The word "hazardous waste" means collectively all California Title 22, and California Health and Safety Code regulatory definitions of "hazardous waste", "recyclable waste", and "universal waste".

B. SPECIFICATIONS

Contractor shall provide the following services:

1. Services

- a) The Services include sanitizing designated areas on city owned property and rights-of-way, removing waste, and the proper containment, transportation and disposal of all waste generated and collected in performance of the sanitation services and incidental hazardous waste removal, including all wash water/waste water and all related constituents. In addition to performing the protocols described herein and in Attachment 1- Sanitation Procedures, Contractor shall also collect, transport and properly dispose of the following items if encountered by Contractor during any scheduled or as-needed Services: syringes, syringe needles, razor blades, other medical sharps; toxins/poisons such as pesticides; mercury-containing bulbs; asbestos materials; aerosol cans; consumer batteries; and any human feces or containerized urine. At the City's direction, Contractor shall also undertake additional activities that are necessary to successfully accomplish the Services, such as, but not limited to, posting of no parking signs prior to performing the sanitization services and barricading an area off to protect the public while completing the services. Performance of the Services must comply with the procedures and other requirements contained in Attachment 1- Sanitation Procedures, in addition to Exhibit B requirements. The Services may occur Citywide or on any City-owned property.

- b) During performance of the Services, Contractor shall not cause any non-storm water discharges to the City's municipal separate storm sewer system (MS4). Contractor shall adhere to storm water best management practices, attached hereto as Attachment 6 - Pressure Washing, to the greatest extent possible. Any potential discharge to the MS4 shall be controlled, contained and captured. Contractor shall also obtain a permit for properly disposing of the waste wash water, human feces and urine to the sanitary sewer system through the City's Industrial Wastewater Control Program. The Contractor shall be responsible for all coordination, permit requirements and fees for disposal to the sanitary sewer.
- c) Contractor's staff may be observed, audio recorded or videotaped while performing the Services. Contractor shall ensure that their staff's interactions with all members of the public are courteous and respectful at all times. Contractor's staff shall avoid interactions with disruptive individuals to the greatest extent possible while performing the Services. Contractor's staff shall immediately report to the City the occurrence of any violent, abusive, or belligerent interactions between Contractor's staff and members of the public. Contractor's staff should contact 9-1-1 in the event of an actual, or threatened, assault or battery upon their person while performing the Services.
- d) Contractor is responsible for providing all labor, materials, supplies, equipment, permits, documentation, containers, and transportation/disposal necessary to successfully perform the Services. Contractor shall obtain the City's consent as to the type of disinfectant product that Contractor will use to perform the Services. Any variations from the disinfection process and chemicals provided in the instructions in Attachment 1 - Sanitation Procedures must be pre-approved by the City prior to implementation.

2. Scheduled Services

Contractor shall perform scheduled Services at the City's direction.

Contractor shall perform scheduled Services in accordance with Attachment 1 - Sanitation Procedures and Attachment 2 - Sidewalk Sanitation Map between the hours of 7 a.m. and 5 p.m. PST. Contractor shall coordinate with the City in advance to determine which location will be addressed beginning at 7 a.m. each day. Currently, the scheduled cleaning services will occur on Mondays (Zone 1), Wednesdays (Zone 2), and Fridays (Zone 3). At the City's discretion, the City may require recurring sanitation in certain areas up to seven (7) times per week, holidays not excluded, and sanitation area can cover up to thirty-two (32) City Block faces per day. At the City's direction, Contractor shall adjust the locations, zone boundaries, frequency, and days of the scheduled Services to optimize the City's sanitation activities. Contractor shall provide the City with a staff contact phone number and email for purposes of coordination and notification under this Contract. Contractor shall have the ability to communicate with the City via electronic mail, and iOS and Android mobile communication devices, including but not limited to the City's Salesforce platform and associated Get It Done application. Contractor shall be responsible for any necessary Salesforce user license fees.

3. As-Needed Services ("Spot" Clean-Up)

- a) Contractor shall perform any as-needed unscheduled spot cleaning at the City's direction between the hours of 7 a.m. to 5 p.m., and as-needed Services outside these hours in the event of an emergency. Contractor's initial responder must be on site within one hour of initial contact and work with the City's Environmental Services Department Representative or designee, as to location and pertinent circumstances involved at the location. The Contractor's initial responder shall be responsible for providing an estimated break-down of required staffing, equipment and completion time for the as needed work to be completed.
- b) Upon being notified by the City, Contractor is to dispatch sufficient forces, equipment, materials, supplies, and vehicles to provide unscheduled or emergency services to identify, disinfect, contain, collect, clean up and remove all Wastes, and other materials spilled, abandoned, or seized, including the removal of all wash water used to clean contaminated surfaces. All such action shall be completed to the City's satisfaction.
- c) The Contractor will have staff on call during normal business hours to receive requests for services. The City may request services outside of normal business hours depending on needs of the City. These requests are not to be considered "emergency" requests if scheduled during normal business hours of 7 a.m. to 5 p.m.

4. Pressure Washing – Sidewalks and Street Litter Containers

Contractor shall provide as-needed pressure washing services to reset pre-identified sidewalk surfaces to allow sanitizing to be effective. This will require using high-pressure heated water to remove all embedded and impacted contaminants and debris from the porous surface of the sidewalk. In addition to sidewalk surfaces, the City may require additional pressure washing to be performed in the street or gutter. Pressure washing will only be performed at the direction of the City and may not be self-initiated by the Contractor. City staff will identify sidewalk sections that need to be pressure washed and will schedule the event in advanced with Contractor. Contractor shall provide as-needed pressure washing services to clean the inside and outside of pre-identified City concrete street litter containers and any surrounding concrete sidewalk right-of-way. Pressure washing will only be performed at the direction of the City and may not be self-initiated by the Contractor. City staff will identify containers and surrounding sidewalk sections that need to be cleaned and will schedule the event in advance with Contractor. At the time of pressure washing or street litter container cleaning, the Contractor will be responsible for deploying equipment capable of capturing all water runoff created by pressure washing. The contractor shall not allow any runoff to enter the MS4.

5. Specific Regulations Applicable to the Services

Contractor shall assume full responsibility for compliance with all applicable state, federal and local laws and regulations, including but not limited to laws and regulations pertaining to Waste transport and Waste disposal. Specifically, all Waste transport and Waste disposal must be conducted in compliance with:

- 40 CFR Part 263 – Standards Applicable to Transporters of Hazardous Waste;
- 49 CFR Subtitle B, Chapter I – Pipeline and Hazardous Materials Safety Administration, Department Of Transportation;
- California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 13 – Sections 66263.10 – 66263.50: Standards Applicable to Transporters of Hazardous Waste;
- California Health and Safety Code Division 20, Chapter 6.5, Article 6: Transportation;
- California Health and Safety Code Division 20, Chapter 6.5, Article 6.5: Hazardous Waste Haulers;
- California Health and Safety Code Sections 117600–118360. Medical Waste Management Act; and
- Other applicable California and federal law.

6. Storage and Management of Hazardous Substances, Hazardous Wastes and Biohazardous Wastes

- a) Contractor shall handle all Waste and any hazardous or biohazardous substances in a manner that minimizes the possibility of a release. Contractor shall store all hazardous and biohazardous substances, and Waste collected under this Contract in a compliant, compatible, and closed container with a legible completed label identifying the contents. Contractor shall utilize the most cost-effective container sizes permitted in the regulations for Waste.
- b) Contractor shall ensure that all Waste containers and their labels are properly completed and in compliance with all applicable regulations, prior to transportation of the Waste containers to a Treatment, Storage and Disposal Facility (TSDF). Contractor shall take possession of the containerized Waste including hazardous waste and biohazardous waste, load the containerized Waste onto Contractor's vehicle(s), transport the Waste to an approved, licensed TSDF, and properly dispose of the Waste. Contractor will ensure all activities under this Contract comply with all applicable law and regulations, including regulations regarding waste container selection, handling, and labeling.

7. Waste Packaging and Labeling

Contractor's duty of regulatory compliance includes, but is not limited to:

- a) Contractor shall use containers to package hazardous waste that are compatible with the waste (in accordance with Title 22, California Code of Regulations, Section 66265.172), maintained in good condition (in accordance with Title 22, California Code of Regulations, Section 66265.171), and kept closed unless Contractor is in the process of adding or removing waste (in accordance with Title 22, California Code of Regulations, Section 66265.173).
- b) Contractor shall ensure that any packaging used to store or transport hazardous waste off-site, complies with Title 49, Code of Federal Regulations, Parts 173, 178, and 179, and that the packaging is labeled and prepared for transportation in accordance with Title 22, California Code of Regulations, Article 3. Contractor shall ensure all biohazardous waste is packaged, stored, transported and disposed of in accordance with the California Health and Safety Code Sections 117600-118360.
- c) Contractor shall ensure a hazardous waste label is affixed to the packaging and filled out at the time when a hazardous waste or substance is first placed in the packaging. The label at a minimum shall include the generator information, contents of the container, physical state and hazardous properties of the waste, and the initial accumulation date. If a particular project exceeds seven (7) calendar days in length, Contractor shall maintain an inventory of hazardous waste containers that identifies each waste container and its accumulation start date.
- d) Contractor shall use a numbering system to identify each hazardous waste container and shall mark each container with a unique identification number. Contractor shall perform additional pre-transportation labeling and marking prior to transporting hazardous waste and biohazardous waste off-site, in accordance with Title 22, California Code of Regulations, Chapter 12, Article 3 and Title 49, Code of Federal Regulations.

8. Hazardous Waste Documentation

- a) Contractor shall notify the City when hazardous waste or biohazardous waste has been generated. The City shall review and approve of any hazardous waste profile created. The City shall sign any disposal documentation prior to transporting from the generation location, unless the City specifically authorizes the Contractor to sign the disposal documents on the City's behalf. This authorization will be provided on a case by case basis. Contractor shall provide the City with a copy of all transportation documents (i.e. hazardous waste manifest, land disposal restrictions) at the time when the waste is removed from the site of generation.
- b) Contractor shall submit to the California Department of Toxic Substance Control (DTSC) a legible copy of each Hazardous Waste Manifest (HWM) generated for the Services under this Contract, within thirty (30) calendar days of the date of Contractor's pick up of the hazardous waste referenced in the HWM.

9. Release or Threatened Release of Hazardous Substance or Waste

- a) Contractor is responsible for the containment, cleanup and proper disposal of any and all hazardous materials or hazardous waste resulting or arising from the acts or omissions of the Contractor, its officers, employees, agents, representatives and/or subcontractors, at no additional cost to the City. Any Waste released and any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive or may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous material or hazardous waste.
- b) Releases or threatened releases of Waste or hazardous materials shall be immediately assessed by Contractor using Attachment 3 - Incident/Release Assessment Form, Attachment 4 - the Non-Reportable Release Incident Form, and Attachment 5 - the Chemical Release Reporting Form (304) to determine if the incident requires regulatory reporting to the California Office of Emergency Services; the County Department of Environmental Health, Hazardous Materials Division; the National Response Center; and any other applicable regulatory agency. Contractor shall immediately report any releases or threatened releases of hazardous materials or hazardous waste to the City.
- c) In the event of a release of hazardous materials or hazardous waste, Contractor shall immediately notify the City representative assigned to the Contract and the County of San Diego, Department of Environmental Health (DEH) at (858) 505-6657 (24-hours, seven days per week) or by calling 911 (if City or County resources are unreachable). Contractor shall notify the Fire Department by calling 911 if an immediate fire, explosion, health or safety threat exists.
- d) Contractor shall ensure that any hazardous materials or Waste that is released and any contaminated media (rags, absorbents, soil, etc.) are immediately contained, properly cleaned up, and handled as hazardous waste at the Contractor's expense. Such waste shall be presumed to be, and handled as, hazardous waste unless a hazardous waste determination, as approved by the City, has determined that the waste is non-hazardous.
- e) For any chemical release, Contractor shall complete and provide the City with Attachment 3 - Incident/Release Assessment Form within four (4) hours of the release for any size release that requires regulatory reporting as determined by the County Department of Environmental Health's Incident/Release Assessment Form.
- f) Contractor shall be responsible for any fines and penalties imposed by the County of San Diego or any regulatory agency for a failure to timely report a release or threatened release as well as any fines and penalties imposed for the release or threatened release incident.

10. Contractor-Generated Wastes During Performance of Services

Any wastes generated by the Contractor while performing the Services shall be managed by the Contractor as hazardous waste or biohazardous waste, as described in Release or Threatened Release of Hazardous Substance or waste in section 9.a above, unless Contractor demonstrates to the City's satisfaction that the wastes are non-hazardous or non-regulated.

11. Acceptable Transporters and Disposal Facilities

- a) Contractor shall transport the hazardous waste and biohazardous waste collected or generated under this Contract only to a California licensed Treatment, Storage, and Disposal Facility (TSDF). Contractor shall only utilize transporters and interim and final disposal facilities that are in good regulatory standing. All transporters, storage facilities, treatment facilities, incinerators, Class I landfills and all other disposal facilities used to provide services under this Contract shall be properly licensed and in compliance with all applicable local, state, and federal hazardous waste, laws, ordinances, codes and regulations at all times.
- b) Contractor may only use a TSDF located outside of California with the prior written permission of the City. Any TSDF located outside California must meet the same or higher regulatory standards for the processing and disposal of hazardous waste and for environmental compliance as required by the State of California.
- c) A listing (name, address, phone number, EPA identification number) of all TSDFs to be used for this contract shall be provided to the City, for approval, prior to transporting any hazardous waste or biohazardous waste.

12. Safety Requirements

All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and employees, and shall comply with all safety provisions and regulations, including CAL OSHA requirements. Contractor shall have an injury/illness program as required by CAL OSHA, if applicable, and ensure the proper labeling of containers. The City may stop project activities if unsafe or harmful acts in connection with Contractor's services are observed or reported to the City. Contractor shall provide Personal Protective Equipment (PPE) to Contractor's staff as necessary to safely perform the Services in accordance with applicable law and regulations. PPE shall be properly used at all times.

13. Training

Contractor's staff performing the Services shall have the requisite training, certifications, knowledge, experience, skills, and abilities to properly perform the Services including, but not limited to, all those required to properly and lawfully handle pesticides and load, store, transport, and dispose of hazardous wastes and biohazardous wastes under this Contract. Contractor shall ensure that Contractor's staff performing the Services are trained in the safe and proper handling of hazardous wastes and biohazardous wastes and are capable of emergency response and cleanup of Waste spills and releases in accordance with

OSHA and California Code of Regulations Title 22 mandates.

Contractor shall ensure their staff is trained on safety requirements, including requirements relating to Safety Data Sheets for all chemicals used for this Contract, Blood Born Pathogen, Personal Protective Equipment, and Contractor's Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193.

Upon the City's request, Contractor shall provide certification that cleaning personnel assigned to carry out services under this Contract have received this training. All training shall be provided at the sole expense of the Contractor.

14. Equipment, Vehicles and Materials

Contractor shall maintain, repair, replace, and otherwise ensure that all equipment, vehicles, supplies, and materials necessary to timely perform the Services are stocked and maintained in operational order and ready to serve the City when needed at no additional expense to the City. The Contractor will have access to water from the City's fire hydrants at the discretion of the fire department. Fire hydrants will be accessed only in accordance with guidance and procedures provided by the fire department. The Contractor will submit Attachment 7- Application for Fire Hydrant Meter to the City for the rental of a Fire Hydrant Water Meter. The Fire Hydrant Water Meter will be used to measure units of water utilized and retrieved from the City's fire hydrants. The Contractor will send monthly readings of the units used to Public Utilities for tracking and billing purposes. All water drawn from City hydrants must be accounted for using the Fire Hydrant Water Meter.

15. Licenses and Registrations

Contractor shall possess and, upon the City's request, provide copies of all licenses, permits, certifications, registrations, and other qualifications required by local, state, and federal law to collect, transport, store and dispose of hazardous wastes and biohazardous waste; and shall notify the City within seven (7) calendar days if any of these requirements are not met during the term of this Contract. Contractor shall ensure their subcontractors are in conformance with these provisions.

Contractor's transport vehicles shall comply with all applicable local, state, and federal transporter requirements including, but not limited to, the requirements of the California Department of Transportation (D.O.T.), and the California Department of Toxic Substances Control (DTSC). Contractor shall ensure their subcontractors are in conformance with these provisions.

E. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one-hundred percent (100%) of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract.

F. ADDITIONAL INSURANCE

Additional Insurance. In addition to the insurance requirements contained in the City's General Contract Terms and Provisions, Article VII, Section 7.2 (Insurance), Contractor shall also maintain and provide evidence of the following insurance to the City:

1. Commercial Pollution Liability Insurance.

Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of Hazardous Wastes, E- wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and with an annual aggregate limit not less than four million dollar (\$4,000,000). All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

2. Contractors Hazardous Transporters Pollution Liability Insurance. Contractor shall provide at its expense or cause its subcontractor to provide Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of Hazardous Wastes, petroleum products and wastes, toxic materials or substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million (\$2,000,000) per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) months extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to ten (10) days of prior written notice before cancellation or non-renewal of the policy or policies due to non-payment of premium, and thirty (30) days prior written notice before cancellation or non-renewal of the policy or policies due to any other reason.

Required Endorsements. Contractor must maintain and provide evidence to the City of the following endorsements to the policies described above.

1. Commercial Pollution Liability Insurance.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf, or (d) premises owned, leased, controlled or used by Contractor.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide the insurance afforded by the Commercial Pollution Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its

elected officials, officers, employees, agents and representatives shall be in excess of Proposer's insurance and shall not contribute to it.

2. Contractors Hazardous Transporters Pollution Liability Insurance.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf, or (d) premises owned, leased, controlled or used by Contractor.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide the insurance afforded by the Contractors Hazardous Transporters Pollution Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Proposer's insurance and shall not contribute to it.

2. Hazardous Waste Indemnification. In addition to the indemnification requirements of the City's General Contract Terms and Provisions, Article VII, Section 7.1 (Indemnification), the following applies to this Contract:

Contractor's duty to defend, indemnify, protect and hold harmless the City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) shall include, but is not limited to, claims arising from or attributable to any Contractor or subcontractor operations, repairs, clean-up or detoxification, or preparation and/or implementation of any removal, remedial, response, or other plan (regardless of whether undertaken due to governmental directive or action) concerning any hazardous materials or hazardous waste collected in connection with this Contract, to the extent caused by Contractor's negligence or willful misconduct. The foregoing is intended to operate to defend, indemnify and hold harmless the Indemnified Parties to the fullest extent permitted by law for any liability pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, other applicable statutes, or common law.

This Section in no way alters, affects or modifies the Contractor's obligations and duties under the City's General Contract Terms and Provisions, Article VII, Section 7.2 (Insurance). Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section. The provisions of this Section shall survive the expiration or earlier termination of this Contract and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

G. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

H. PAYMENTS WITHHELD

The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or designee within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised January 16, 2020.

I. CONTRACT MODIFICATIONS

At any time during the contract, the City reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

The contract specifications and scope of work may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

J. SUBCONTRACTORS

The Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee.

K. PRICING

1. PRICE SCHEDULE INSTRUCTIONS. It is the intent of the City to award this RFP in total to a single contractor. The quantities listed are for the purposes of comparing cost proposals and establishing pricing and are not reflective of the volume of services the City expects to require. The actual quantities will vary depending on the demands of the City. Any variation from this estimate shall not entitle the Contractor to an adjustment in the unit price or any additional compensation and in no case will the City spend \$3 million or more without City Council approval. Pricing shall include all labor, materials, equipment, vehicles, and incidentals necessary to perform the Services.

Proposers shall also provide their published price list of other applicable services and equipment available with unit costs for each item listed. The price list that includes other applicable services and equipment available, will not be considered in the evaluation process.

Proposers shall submit their proposal for pricing on the following City's Price Schedule. Using the enclosed Price Schedule will help ensure consistency in the price evaluation process.

The Price Schedule is to be completed in full and shall be incorporated herein. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered

1 RFP Price Schedule

non-responsive and unacceptable. Blanks on the Price Schedule will be interpreted as zero (0) and no price will be allowed.

All prices, rates, and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully-burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit.

2. PRICE SCHEDULE

*Note: Extension = Estimated Quantity x Unit Price

1. Scheduled Services

Item	Description	Unit of Measure	Quantity	Unit Price	Extension
1.	Field Technician - Normal Hours (Monday - Friday, 7am - 5pm)	Hour	1	\$ 105.07	\$ 105.07
2.	Field Technician - After Hours & Holiday	Hour	1	\$ 161.92	\$ 161.92
3.	Field Technician - Overtime	Hour	1	\$ 135.37	\$ 135.37
4.	Supervisor - Normal Hours (Monday - Friday, 7am - 5pm)	Hour	1	\$ 86.22	\$ 86.22
5.	Supervisor - After Hours & Holiday	Hour	1	\$ 122.40	\$ 122.40
6.	Supervisor - Overtime	Hour	1	\$ 104.20	\$ 104.20
TOTAL SECTION					\$ 715.17

2. Non-Emergency As-Needed Services

Contractor's initial responder must be on site within one hour of initial contact.

Item	Description	Unit of Measure	Quantity	Unit Price	Extension
7.	Field Technician - Normal Hours (Monday - Friday, 7am - 5pm)	Hour	1	\$ 105.07	\$ 105.07
8.	Field Technician- After Hours & Holiday	Hour	1	\$ 161.92	\$ 161.92
9.	Field Technician - Overtime Hours	Hour	1	\$ 135.37	\$ 135.37
10.	Supervisor - Normal Hours (Monday - Friday, 7am - 5pm)	Hour	1	\$ 86.22	\$ 86.22

11.	Supervisor- After Hours & Holiday	Hour	1	\$ 122.40	\$ 122.40
12.	Supervisor – Overtime Hours	Hour	1	\$ 104.20	\$ 104.20
				TOTAL SECTION 2	\$ 715.17

3. Emergency As-Needed Services

Contractor's initial responder must be on site within one hour of initial contact.

Item	Description	Unit of Measure	Quantity	Unit Price	Extension
13.	Field Technician – After Hours & Holiday	Hour	1	\$ 161.92	\$ 161.92
14.	Field Technician – Overtime	Hour	1	\$ 135.37	\$ 135.37
15.	Supervisor – After Hours & Holidays	Hour	1	\$ 122.40	\$ 122.40
16.	Supervisor – Overtime	Hour	1	\$ 104.20	\$ 104.20
				TOTAL SECTION 3	\$ 523.89

4. Waste Disposal

Item	Description	Unit of Measure	Quantity	Unit Price*	Extension*
17.	Human Waste (fecal matter or urine in containers)	5 gal Container	1	\$ 114.00	\$ 114.00
18.	Human Waste (fecal matter or urine in containers)	16 gal Container	1	\$ 275.00	\$ 275.00
19.	Wash Water generated from providing the Service	Gallon	1	\$ 2.00	\$ 2.00
*Includes Transportation				TOTAL SECTION 4	\$ 391.00

5. Incidental Hazardous Waste and Biohazardous Waste Disposal Pricing

Note: All labor, transportation, equipment, materials, container and disposal costs for containerized hazardous waste (5 gallon – 55 gallon and 85 gallon size) component of service are to be included in Disposal pricing.

Disposal Method:

DI = Destructive Incineration

FI = Fuel Incineration

RC = Recycling/Reuse

Package Method:

LP- lab pack

U/M -Unit of Measure

Gal-gallon

LB-pound

Item	Waste Type	Disposal Method	Package Method	CONTAINER TYPE				
				5 gal	16 gal	30 gal	55 gal	85 gal or other
20.	Aerosols, All Types mixed	DI	Loose pack	112.95	222.90	267.05	340.89	
21.	Consumer Batteries (alkaline)	RC	Loose pack	148.05	293.75	355.45		2.45 Per LB
22.	Flammable liquids, nos (Diesel, gasoline)	FI	LP	91.50	180.65	214.40	271.77	321.77
23.	Fluorescent Tubes - (2'-4') per bulb price	RC	Loose pack					2.50 Per bulb
24.	Fluorescent Tubes - (6'-8') per bulb	RC	Loose pack					2.50 Per bulb
25.	Fluorescent CFL Bulbs and other miscellaneous bulbs	RC	Loose pack					3.52 Per bulb
26.	Non-RCRA Hazardous Waste Liquid	DI	Bulk	81.75	160.50	189.70	202.88	
27.	Oil-Based Paint	FI	Loose pack	88.25	173.50	205.30	259.61	
28.	Sharps	DI	Loose Pack	98.00	192.35	229.35	290.97	
29.	Toxic Liquid	DI	LP	125.95	263.20	317.10	377.50	
30.	Toxic Solid	DI	LP	125.95	263.20	317.10	377.50	
INDIVIDUAL COLUMN TOTALS				872.40	1,750.05	2,095.45	2,121.12	332.74
				TOTAL SECTION 5 (Total all Columns)			\$ 7,171.76	

***All other Hazardous Wastes not listed in Section 5 will be charged at an Invoice Cost Plus
15 %**

6. Performance Bond

Item	Est. Qty.	U/M	Description	Unit Price	Extension
31.	1	EA	Annual Bond (Payment and Performance)	\$ 4,500.00*	\$ 4,500.00
				TOTAL FOR SECTION 6:	\$ 4,500.00

**The annual bond premium/s will be billed to the City at our cost, our annual bond premium cost is ~.45% of the bond amount. The estimated unit price for each bond is based on the assumption the bond amount will be \$1,000,000.00.*

SECTION TOTALS:

Section 1: \$ 715.17
 Section 2: \$ 715.17
 Section 3: \$ 523.89
 Section 4: \$ 391.00
 Section 5: \$ 7,176.76
 Section 6: \$ 4,500.00

ESTIMATED ANNUAL TOTAL ALL SECTIONS: \$ 14,016.98

EXHIBIT C



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

Sanitation Procedures

COORDINATION

The Contractor performing the sanitation services will coordinate all activities with the City's Environmental Services Department (ESD). To the greatest extent possible, the Contractor will perform the sanitation services immediately following the waste abatements conducted by ESD so that the targeted areas will be clear of all waste and personal belongings. ESD currently performs waste abatements in the downtown area on Mondays but not on Wednesdays and Fridays. Therefore, currently, the Contractor will perform the sanitation services immediately following, and within the same areas addressed by ESD's abatements on Mondays but will perform the sanitation services without ESD's abatements on Wednesdays and Fridays. The Contractor shall also sanitize any other areas on Mondays that are outside ESD abatement areas if the Contractor identifies that they also require sanitation. The Contractor will also perform sanitation services on Tuesdays and Thursdays at locations identified by ESD. The City may amend, as-needed, its waste abatements scheduling and the Contractor shall coordinate with ESD regarding any updated schedule.

SANITATION PROCEDURES:

The Contractor must adhere to the procedures when performing the sanitation services (Scheduled and As-Needed).

If the Contractor encounters personal belongings while performing the sanitation services, the Contractor will not remove the items but shall perform the sanitation services in the areas surrounding the belongings, as needed, and shall notify ESD as to the specific location(s) where full cleaning did not occur. The Contractor shall also collect and properly dispose of the following items if encountered during the sanitation: syringes, syringe needles, razor blades, other medical or laboratory "sharps", toxins/poisons such as pesticides, mercury-containing bulbs, asbestos materials, and any human feces or containerized urine.

Attachment 1

where full cleaning did not occur. The Contractor shall also collect and properly dispose of the following items if encountered during the sanitation: syringes, syringe needles, razor blades, other medical or laboratory "sharps", toxins/poisons such as pesticides, mercury- containing bulbs, asbestos materials, and any human feces or containerized urine.

The Contractor must provide any necessary barricades to cordon off the areas identified for cleaning, in order to allow the public to safely bypass the areas and to ensure the public does not enter the areas until the cleaning process is completed. Prior to performing the sanitization, the Contractor shall place protective barriers around all potentially affected storm drains to prevent illegal non-storm water discharges to the City's municipal separate storm sewer system. The Contractor is also responsible for adhering to storm water Best Management Practices (BMPs) to the greatest extent possible.

The Contractor must re-open the cleaned areas to the public immediately after fully completing the cleaning process. Therefore, the Contractor shall not re-open the area until after all necessary wait times associated with cleaning product use have lapsed. The Contractor must also ensure that the areas are free and clear of any unsafe materials or chemicals prior to re-occupation by the public. The Contractor must remove all storm drain protective barriers when the cleaning process is complete.

Disinfectants used must be registered with the United States Environmental Protection Agency (EPA). Application of the disinfectant must be in accordance with label specifications. Contractor shall use a sodium hypochlorite solution to perform the sanitation services unless Contractor receives prior City approval for a substitute.

High concentration chlorine (sodium hypochlorite) solutions are effective and universally available products for the disinfection of a wide range of surfaces. Contractor shall adhere to the following protocol in using the hypochlorite solution:

1. While wearing appropriate personal protective equipment (PPE), prepare a 5,000 ppm solution of bleach and water (Solution A). Use 5.25% chlorine (household bleach) and mix a 1:10 dilution (1 part bleach, 9 parts water).
2. Use a chlorine test strip to ensure you have reached the desired concentration (51000 ppm). There are several test strips that are commercially available.
3. Fill Hudson sprayers or similar distribution equipment.
4. Cover all storm drains to prevent run off.
5. Carefully spray all feces, blood, bodily fluids or contaminated surfaces with Solution A and wait for a minimum of 10 minutes.
6. After 10 or more minutes, carefully containerize feces or any other contaminated solid materials for disposal to landfill.
7. Respray any newly exposed surfaces with Solution A and wait for a minimum of 10 minutes.
8. Pressure-wash the affected area with water.

Attachment 1

9. Recover the generated wastewater for disposal to the sanitary sewer.
10. Mix 1 part of Solution A with 9 parts water to make Solution B (500 ppm) for final disinfection.
11. Use a chlorine test strip to ensure you have reached the desired concentration (500 ppm).
12. Carefully spray all washed areas with Solution B and wait for a minimum of 30 minutes to allow for adequate disinfection and degradation of residual chlorine.
13. Use a test strip on treated surfaces to determine the chlorine has adequately degraded prior to reoccupation.

REPORTS:

The Contractor shall generate a detailed report at the end of each day that they performed sanitation services. The report will include the specific locations of cleaning, the lineal feet of the public rights-of-way and other City-owned property cleaned, identification of any waste removed from the area, amount of time, labor, equipment, materials or other resources utilized, the disposal site of the waste, personal belongings encountered (if any), other issues or challenges encountered, and attach the photos taken before during and after the sanitization.

Note: These procedures are subject to periodic review and the City may incorporate changes when deemed warranted.

INCIDENT/RELEASE ASSESSMENT FORM¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

I. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

CHEMICAL RELEASE REPORTING ASSESSMENT FORM

Directions: Complete this Chemical Release Reporting Assessment to determine if regulatory agencies need to be notified of a chemical release. Use this as documentation of the release whether or not it is reportable.

Employee _____ Date _____ Time _____
 Supervisor _____ Phone _____ Division _____
 Release Location _____ Date/Time Release Discovered _____
 Chemical Released _____ Estimated Amount _____ Gas Liquid Solid

Initial Assessment: If you answer "Yes" to any question below, immediately report the chemical release to the specified regulatory agencies.

Local/State Reporting (Circle the appropriate response for each question.)

1. Yes No Do you need Fire Department assistance due to an injury, OR due to the amount, location, or type of chemical released?
2. Yes No Has an employee or the public been injured (i.e., sent to a medical provider)?
3. Yes No Did the chemical release cause damage to public or private property?
4. Yes No Did the chemical release extend into any sewer, surface waters, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, soil, or off site?
5. Yes No Did anyone, other than employees in the immediate area of the release, evacuate?
6. Yes No Did a release escape secondary containment?
7. Yes No Was there an uncontrolled or un-permitted release to the air from a chemical reaction or containerized gas?
8. Yes No Is the incident an imminent threat of release where a condition exist which creates a substantial probability of harm and requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment?
9. Yes No Is the incident an imminent threat of release due to an increased potential for fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the public, or the environment?
10. Yes No Does the spill or threatened release involve an unknown material or contain an unknown hazardous constituent?

Federal Reporting

11. Yes No Did the chemical release exceed the federal reportable quantity? See list on the reverse side for the reportable quantities of some common chemicals used by City staff. For other reportable quantities, refer to *40 CFR Table.302.4*.

Reporting Procedures: see reverse side for additional reporting information.



CHEMICAL RELEASE REPORTING FORM (FORM 304)

Section 1	Facility Name: _____ Division: _____																													
	Facility Address: _____																													
	Name and Phone of Emergency Contact at Facility: _____ Phone: _____																													
	Location of Incident: _____																													
	Address: _____ Date of Incident: _____																													
	Chemical Name (or Trade Name): _____ CAS Number _____																													
Section 2	Physical State Stored: <input type="checkbox"/> Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas Physical State Released: <input type="checkbox"/> Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas																													
	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><u>Time of Release</u></td> <td style="width: 25%;"><u>Duration of Release</u></td> <td style="width: 25%;"><u>Quantity Released</u></td> <td style="width: 25%;"><u>Location Released</u></td> </tr> <tr> <td>_____ am/pm</td> <td>_____ days</td> <td>_____ pounds</td> <td><input type="checkbox"/> Secondary Containment</td> </tr> <tr> <td></td> <td>_____ hours</td> <td>_____ gallons</td> <td><input type="checkbox"/> Storm Drain</td> </tr> <tr> <td></td> <td>_____ minutes</td> <td>_____ cu. ft.</td> <td><input type="checkbox"/> Pavement <input type="checkbox"/> Other _____</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Soil/dirt</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Sewer</td> </tr> </table>	<u>Time of Release</u>	<u>Duration of Release</u>	<u>Quantity Released</u>	<u>Location Released</u>	_____ am/pm	_____ days	_____ pounds	<input type="checkbox"/> Secondary Containment		_____ hours	_____ gallons	<input type="checkbox"/> Storm Drain		_____ minutes	_____ cu. ft.	<input type="checkbox"/> Pavement <input type="checkbox"/> Other _____				<input type="checkbox"/> Soil/dirt				<input type="checkbox"/> Sewer					
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<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Initial Notifications</td> <td style="width: 10%;"><u>Date</u></td> <td style="width: 10%;"><u>Time</u></td> <td style="width: 20%;"><u>Contact Name</u></td> <td style="width: 20%;"><u>Incident Control #</u></td> </tr> <tr> <td>Cal Governor's OES (800) 852-7550</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Cnty Dept Env. Health (858) 505-6657</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Cnty Dept after hours (858) 565-5255</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Nat. Response Center (800) 424-8802</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>City Fire Dept HIRT (619) 533-4380</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>	Initial Notifications	<u>Date</u>	<u>Time</u>	<u>Contact Name</u>	<u>Incident Control #</u>	Cal Governor's OES (800) 852-7550	_____	_____	_____	_____	Cnty Dept Env. Health (858) 505-6657	_____	_____	_____	_____	Cnty Dept after hours (858) 565-5255	_____	_____	_____	_____	Nat. Response Center (800) 424-8802	_____	_____	_____	_____	City Fire Dept HIRT (619) 533-4380	_____	_____	_____	_____
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City Fire Dept HIRT (619) 533-4380	_____	_____	_____	_____																										
Other Agencies Notified <input type="checkbox"/> ESD HazMat (858) 573-1294 <input type="checkbox"/> Regional Water Quality Control Board (619) 516-1990 <input type="checkbox"/> City Storm Water (619) 235-1000 <input type="checkbox"/> CA Dept of Fish and Wildlife (858) 467-4201 <input type="checkbox"/> US Coast Guard (619) 278-7032 <input type="checkbox"/> Other _____																														
Section 3	Factors Contributing to Release (Check all factors involved) <input type="checkbox"/> Equipment Failure <input type="checkbox"/> Unusual Weather Conditions <input type="checkbox"/> Operator Error <input type="checkbox"/> Training Deficiencies <input type="checkbox"/> Faulty Process Design <input type="checkbox"/> Accident <input type="checkbox"/> Other _____																													
	Actions Taken (Check all actions taken) <input type="checkbox"/> Containment <input type="checkbox"/> Decontamination of Persons/Equipment <input type="checkbox"/> System Shut Down <input type="checkbox"/> Dilution/Neutralization <input type="checkbox"/> Evacuation <input type="checkbox"/> Monitoring <input type="checkbox"/> Hazard Removal <input type="checkbox"/> Stored for Disposal <input type="checkbox"/> Other _____																													
Section 4	Known or Anticipated Health Effects of Release (Refer to SDS) (a) Acute or Immediate: _____ (b) Chronic or Delayed: _____ (c) Did an employee receive a chemical exposure above the Cal/OSHA PEL? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, must make notifications to regulatory agencies in Section 2. (d) Total number of employee and public injuries resulting from release: _____ (e) Total number of people hospitalized resulting from release: _____																													
	Additional Information about the Release _____ _____ _____ _____																													
	_____ _____ _____																													
	_____ _____																													

I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

Print Name: _____ Job Title: _____
 Signature: _____ Date: _____

Refer to back side for form instructions.

INSTRUCTIONS AND REFERENCE INFORMATION TO COMPLETE FORM 304

Section 1	<p><u>Complete section with facility/contact information and basic incident information as follows:</u></p> <p>List Facility Name, Address and Emergency Contact Information: The Emergency Contact person is the person officially in charge of the facility.</p> <p>List Name of Location of Incident, Address, and Incident Date</p> <p>List Chemical Name or Trade Names (common or manufacturer's name for the product): NOTE: If chemical is a mixture, list percentage of chemical in solution (ex. 12% Sodium Hypochlorite)</p> <p>List Chemical's CAS Number: Refer to SDS sheet.</p> <p>Check box for Physical State Stored and Physical State Released</p> <p>Time of Release: Enter time of the day release was discovered.</p> <p>Duration of Release: The length of time from the start of the release to when the release was stopped.</p> <p>Quantity Released: Enter the total amount of chemical released. If the released chemical is a solution, calculate the amount of actual chemical released and note this amount released in pounds in Section 5.</p> <p>Location Released: Check all boxes that describe where the released chemical reached.</p>
Section 2	<p><u>Initial Notifications:</u> Make Regulatory Notifications IMMEDIATELY if answer "YES" to any of the following:</p> <ol style="list-style-type: none"> 1. Is Fire Department assistance needed due to an injury, OR due to the amount, location, or type of chemical released? 2. Has an employee or the public been injured (i.e., sent to a medical provider)? 3. Did the chemical release cause damage to public or private property? 4. Did the chemical release extend into any sewer, surface waters, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, soil, or off site? 5. Did anyone, other than employees in the immediate area of the release, evacuate? 6. Did a release escape secondary containment? 7. Was there an uncontrolled or un-permitted release to the air from a chemical reaction or containerized gas? 8. Is the incident an imminent threat of release where a condition creating a substantial probability of harm requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment? 9. Is the incident an imminent threat of release due to an increased potential for fire, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the public, or the environment? 10. Does the spill or threatened release involve an unknown material or contain an unknown hazardous constituent? 11. Did the chemical release exceed the federal reportable quantity? (Estimate the total quantity released or amount evaporating.) See list on back side of the Assessment form for reportable quantities for some common chemicals used by staff. For other reportable quantities, refer to <i>40 Code of Federal Regulations, Table 304.2</i> <p>Notification Assistance: When asked, Public Works Dispatch (formerly Station 38) (619) 527-7500 can assist in contacting regulatory agencies. Provide Public Works Dispatch staff with agency phone numbers, location of spill, and other important information known at the time of the call. Call Public Works Dispatch staff after release is cleaned up to obtain each agency's incident control number (as applicable). If you do not request Public Works Dispatch assistance, then you are responsible to call the agencies.</p> <p><u>Other Agencies Notified:</u> Check the box if any other agencies were notified.</p>
Section 3	<p><u>Factors Contributing to Release:</u> Check all boxes that describe why the release occurred.</p> <p><u>Actions Taken:</u> Check all boxes that describe actions taken during the incident.</p>
Section 4	<p><u>Known or Anticipated Health Effects of Release:</u> Refer to the chemical SDS for information on immediate or long term health effects when exposed to the chemical. Check the box if an employee received an exposure above the Cal/OSHA PEL (PEL listed on SDS when applicable). Note the number of employees or the public that were injured or required hospitalization.</p>
Section 5	<p><u>Additional Information about the Release:</u> Document other pertinent details about the chemical release. If the supervisor in charge determines the release does not meet the Initial Notification criteria, write the incident specific details for each criterion to support that finding.</p>

Signature: Print and sign your name, job title, and date.

Required Copies: Keep the original form, and make copies for your chain-of-command. If the Emergency Contact is not in your chain-of-command, send them a copy as well.

Reporting Procedures:

- ❖ If you answered "Yes" to any question above, the chemical release must be reported to regulatory agencies. Call the following numbers without delay:
 - California Governor's Office of Emergency Services at (800) 852-7550
 - San Diego County Department of Environmental Health and Quality at (858) 505-6657; after hours at (858) 565-5255 and request the Hazardous Materials Division be notified. Leave a voicemail if a Duty Clerk is not available.
 - City of San Diego Fire-Rescue Department, HIRT (619) 533-4380
- ❖ If you answered "Yes" to Questions 4 or 11, you must also contact:
 - National Response Center (NRC) at (800) 424-8802
- ❖ If you answered "Yes" to Question 4 for a release to a storm drain conveyance system, surface waters, wetlands, or waterway, you must also notify:
 - Regional Water Quality Control Board at (619) 516-1990
 - City of San Diego Storm Water Pollution Prevention Program, by calling (619) 235-1000
- ❖ If you need assistance cleaning up the chemical release, contact the Citywide Hazardous Waste contractor, **Ocean Blue** at (800) 990-9930.

Supervisors may contact **Public Works Dispatch** (formerly Station 38) at (619) 527-7500 for assistance in completing regulatory reporting. Regardless of the assistance received, supervisors are ultimately responsible to ensure the reporting procedures have been followed.

Examples of Hazardous Chemicals

Below is a list of common hazardous chemicals used by City employees. Complete the Chemical Release Reporting Assessment Form whenever these substances are released and report to the appropriate regulatory agencies if necessary. This is only a sample list; all hazardous chemicals could potentially be reportable if released.

Hazardous Material Category	Examples
Fuels	diesel, gasoline
Paints	oil-based, water-based (latex), aerosols
Lubricants	motor oil, hydraulic oil, gear oil, automatic transmission fluid
Coolants	antifreeze (any type)
Cleaners/Degreasers	restroom cleaning products, graffiti removers, solvents, parts cleaners, asphalt release agents
Gases	oxygen, acetylene, carbon dioxide, argon, nitrogen, propane

Reportable Quantities for Federal Reporting

If the chemical release exceeds the amount listed below, answer "Yes" for Assessment question 11 and follow reporting procedures accordingly. Refer to 40 CFR Table 302.4 for a comprehensive list of chemicals. Note that flammable and corrosive chemicals not listed on Table 302.4 have a Reportable Quantity of 100 pounds.

Chemical	Reportable Quantity
Petroleum Oils	42 gallons
Diesel	11 gallons or 100 pounds
Aqueous Ammonia (19% solution)	133 gallons or 100 pounds of Ammonia
Caustic Soda (25% solution)	374 gallons or 1000 pounds of Sodium Hydroxide
Bleach (12.5% solution)	77 gallons or 100 pounds of Sodium Hypochlorite
Chlorine (pure)	10 pounds

Instructions for Completed Assessment Form

1. Attach the completed Assessment to the completed Chemical Release Reporting Form (Form 304) and place them in the facility's files.
2. Maintain copies of all completed Assessments and Form 304's for at least three years.
3. If the release is reportable to regulatory agencies, please contact your Hazardous Materials Management Program Inspector or call 858-573-1294.

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.



PRESSURE WASHING

Storm Water Regulations

It is illegal to discharge polluted wash water from pressure washing, power washing or hosing down outdoor surfaces into the Municipal Separate Storm Sewer System (MS4) (San Diego Municipal Code §43.0304). Penalties associated with these violations can be up to \$10,000 per day per incident.

Pressure Washing

High pressure washing, power washing or hosing down outdoor surfaces, such as buildings, windows, sidewalks, patios, fences or pieces of equipment, contributes to ocean pollution when wash water picks up pollutants and carries them to our local waterways via the storm drain system. Many of these pollutants are hazardous to San Diego residents and toxic to our environment.

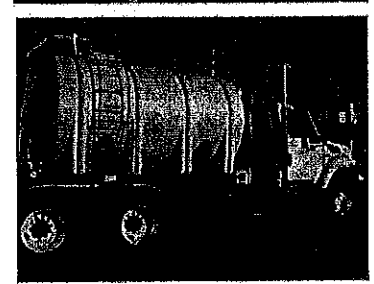
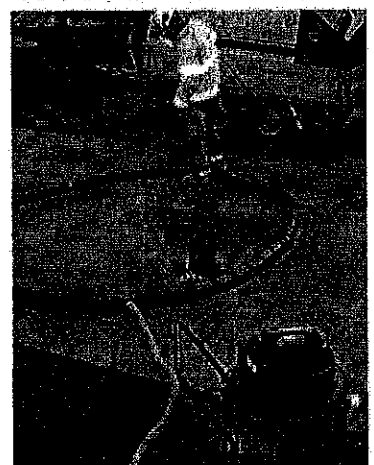
Control, Contain, Capture

When using water to clean, you MUST have a plan to control, contain, capture and dispose of the water you use to prevent it from entering the storm drain system, which includes curb gutters, streets, alleys, ditches and storm drains.

CONTROL Determine where wash water will drain and how you will block, direct and collect it, before starting the job. Protect storm drains with covers or sand bags. Use dry clean-up methods first, such as sweeping, vacuuming, or using an absorbent material or scraper. Obtain all permits and authorizations for wastewater disposal.

CONTAIN Never let polluted wash water or debris leave your work area. Isolate the flow using containment pools, berms, or booms to contain the water or direct it to a landscaped area. Collect wash water in a permanent or temporary capture facility. Minimize the amount of water used to clean and avoid using products that contain hazardous substances.

CAPTURE Do not leave areas of wash water on paved surfaces for evaporation. Collect the wash water and properly dispose of it. Use a wet-vacuum, vacuum boom or vacuum pump to collect contaminated runoff. Sweep up any visible solids and sediments remaining after all the wash water has been collected. Properly dispose of polluted water and debris.



STORM WATER FACT SHEET

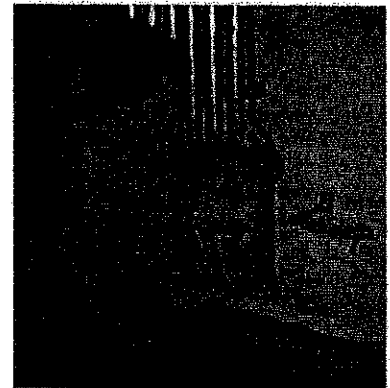
A CHANGE FOR THE BETTER BEGINS WITH YOU

SAN DIEGO

Other Considerations

Contaminated urban runoff can be eliminated when proper methods are used to clean outdoor surfaces.

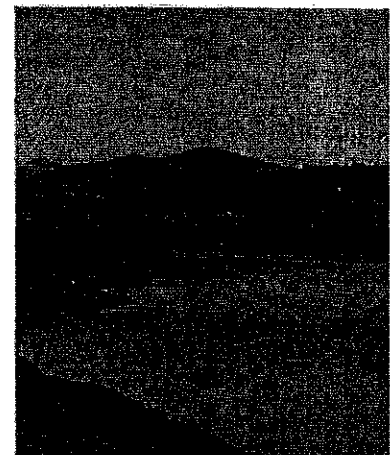
- ◆ Do not let polluted wash water leave your property.
- ◆ Try to minimize the amount of water used to clean by using dry cleanup methods first.
- ◆ Sweep up all sediment and debris in the area prior to washing.
- ◆ Use biodegradable, phosphate-free detergents for cleaning.
- ◆ Direct wash water to a landscaped area provided that the wash water can be absorbed by the soil without runoff or soil contamination by pushing it with a broom or by using a temporary berm, such as a containment boom, spill berm, sandbags, or other blocking device.
- ◆ If you cannot direct wash water to a landscaped area you must contain, capture and dispose of the wash water to prevent runoff.
- ◆ Do not leave standing water on paved surfaces for evaporation.
- ◆ All remaining wash water must be captured using a mop, vacuum boom, or wet-vacuum and disposed of into the sanitary sewer system (onsite sink, toilet, or lateral cleanout).
- ◆ Contact the Industrial Wastewater Control Program at (858) 654-4100 for information concerning sanitary sewer system disposal. Contact the Household Hazardous Materials Program at (858) 694-7000 for information regarding the proper disposal of hazardous waste.
- ◆ Sweep up any visible solids and sediments remaining after all the wash water has been collected.
- ◆ These regulations apply, regardless of whether the activity is conducted by the property owner, lessee, contractor, or other persons.



Keep Pollutants Out of Storm Drains

Many people think that when water flows into a storm drain it is treated, but the storm drain system and the sanitary sewer system are not connected. Everything that enters storm drains flows untreated directly into our creeks, rivers, bays, beaches and ultimately the ocean. Storm water often contains pollutants, including chemicals, trash, and automobile fluids, all of which pollute our beaches and harm fish and wildlife.

Whether at home or work, you can help reduce pollution and improve water quality by using the above Best Management Practices (BMP's) as part of your daily clean up and maintenance routine.





Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:
------------------	-------------------------

Meter Information

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	I.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:	<input type="checkbox"/>	Check Box If Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:	
Provide Current Meter Location if Different from Above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00	
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7	
Backflow #	Backflow Size:	Backflow Make and Style:	
Name:	Signature:	Date:	

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10089960-23-K

Revised RFP Closing Date: January 3, 2023 @
2:00 p.m.

City of San Diego Bid to provide **Sidewalk Sanitation Services**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (NOTE: Closing Date has been changed from December 19, 2022 to January 3, 2023).
2. Remove the original RFP Contract Signature Page (page 3) and replace with the attached Addendum A, RFP Contract Signature Page (page 3).
3. Add two (2) pages "Questions and Answers". (NOTE: The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Kristine Kallek

Kristine Kallek
Senior Procurement Contracting Officer
(619) 236-6041



**Request for Proposal (RFP) for
Sidewalk Sanitation Services**

Addendum A

Solicitation Number: 10089960-23-K

Solicitation Issue Date: November 23, 2022

Pre-Proposal Conference: No pre-proposal will be held.

Questions and Comments Due: December 5, 2022 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): January 3, 2023 @ 2:00 p.m.

Contract Terms: One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Kristine Kallek, Senior Procurement Contracting Officer
kkallek@sandiego.gov
(619)-236-6041

Submissions: Proposer is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

BY:

Approved as to form this ____ day of

Signature of
Proposer's Authorized
Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

RFP 10089960-23-K, Sidewalk Sanitation Services Questions and Answers

Question 1: Please provide current contract pricing schedule for services in RFP. If not currently provided all services in one contract a list of pricing from different contracts providing services currently.

Response: Please submit a Public Records Request through [Next Request](#) to receive this information.

Question 2: The City already has a vendor for biohazard removal and sanitation, will this be removed from this RFP or will it require the applicants to also hold and possess proper licensing and registrations for removal of biohazardous waste including bodily fluids?

Response: The RFP is to replace the current Sidewalk Sanitation Solicitation when it expires.

Question 3: RFP has no mention of application of pesticides, request to remove Pest Control Business (PCB) License and Qualified Applicator License (QAL) with Category K (health related)

Response: Any disinfection will require a pesticide license. Please contact County of San Diego Agriculture, Weights and Measures for requirements (858) 694-8980

Question 4: Why are a pest control license and qualified applicator license required?

Response: Please see response to question 3.

Question 5: Can you post current contractors name and pricing?

Response: Please submit a Public Records Request through [Next Request](#) to receive this information.

Question 6: Can you please expand on the bonds, it says the city "may" require bonds, do you know if the city will be requiring bonds.

Response: A Performance Bond will be required in a sum equal to one-hundred percent (100%) of the contract amount as stated in Section E of Exhibit B in this RFP.

Question 7: Can the waste be shipped outside of the US?

Response: No, the waste cannot be shipped outside of the US.

Question 8: Should this be quoted Prevailing wage

Response: Yes, due to the services being performed Prevailing wage should be quoted as stated in Exhibit D of this RFP.

Question 9: What is the value of the contract? How many years is the contract for?

Response: The contract is for One (1) year from Effective Date, with four (4), one (1) year options to renew as stated in this RFP. The contract value will depend on the pricing and volume of services provided. To learn the value of services historically provided under the current contract please submit a Public Records Request through [Next Request](#) to receive this information.

Question 10: Are there facility restrictions?

Response: Facility must be in good regulatory standing. Additionally, H141 is acceptable as long as the final disposition of the waste that is required in the RFP matches the management method code.

Question 11: Can the waste be shipped out of the country?

Response: Please see response to question 7.

Question 12: I noticed on the pricing page there is a required disposal method, do you require that disposal method at the first facility or is it ok for the TSDF to use the H141 code and then it gets disposed of by that method?

Response: Final disposition of waste must meet required disposal method.

Question 13: Non RCRA Hazardous waste liquid is required as destructive incineration? Will you not allow landfill this will not be cost effective.

Response: Yes, destructive incineration is required for non RCRA hazardous waste liquid bulk. No Landfill.

Question 14: Is destructive incineration required for toxic liquids and toxic solids ? This is significantly more expensive and not necessary. Can we quote most cost effective?

Response: Yes, destructive incineration is required for toxic liquids and toxic solids lab packs.

Question 15: Should this be quoted prevailing wage?

Response: Yes, due to the services being performed Prevailing wage should be quoted as stated in Exhibit D of this RFP.

Question 16: Can you post current contractors name and pricing?

Response: Please submit a Public Records Request through [Next Request](#) to receive this information.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP) 10089960-23-K Revised RFP Closing Date: January 13, 2023
@ 2:00 p.m.

City of San Diego Bid to provide **Sidewalk Sanitation Services**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the Addendum A cover sheet and replace with the attached Addendum B cover sheet. (NOTE: Closing Date has been changed from January 3, 2023 to January 13, 2023).
2. Remove the Addendum A RFP Contract Signature Page (page 3) and replace with the attached Addendum B, RFP Contract Signature Page (page 3).
3. Remove the original Recitals page 1 Article 2.1 Terms and replace with the attached Addendum B, Recitals Page Article 2.1 Terms.(NOTE: Change has been made to terms.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Kristine Kallek

Kristine Kallek
Senior Procurement Contracting Officer
(619) 236-6041



**Request for Proposal (RFP) for
Sidewalk Sanitation Services**

Addendum B

Solicitation Number: 10089960-23-K

Solicitation Issue Date: November 23, 2022

Pre-Proposal Conference: No pre-proposal will be held.

Questions and Comments Due: December 5, 2022 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): **January 13, 2023 @ 2:00 p.m.**

Contract Terms: **Five (5) years** from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Kristine Kallek, Senior Procurement Contracting Officer
kkallek@sandiego.gov
(619)-236-6041

Submissions: Proposer is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

BY:

Approved as to form this ____ day of

Signature of
Proposer's Authorized
Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER (10089960-23-K
Sidewalk Sanitation Services)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # (10089960-23-K Sidewalk Sanitation Services) (Contractor).

RECITALS

On or about 11/23/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide street sanitation and hazardous waste removal as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Stephen Bilecz, Program Manager
9601 Ridgehaven Ct.
San Diego CA, 92123
858-627-3316
SBilecz@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

Proposal for City of San Diego

Solicitation # 10089960-23-K

Sidewalk Sanitation Services

Due January 3, 2023 2:00 pm



Clean Harbors Environmental Services, Inc.
3495 Kurtz Street
San Diego, CA 92110
Kim Carter, Account Manager
Carter.Kimberly@cleanharbors.com
858.204.9255



City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101
Kristine Kallek
kkallek@sandiego.gov

Please do not hesitate to contact your Clean Harbors account manager, Kim Carter, if you have any questions or concerns, she is authorized to represent Clean Harbors on all matters relating to this RFP.

RFP: 10089960-23-K

Tab A - Submission of Information and Bid Forms.

RFP: 10089960-23-K

1 Contract Signature Page

Please find our completed and signed Contract Signature page on the following page.

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Clean Harbors Environmental Services, Inc.
Proposer

BY:

42 Longwater Drive (corporate office)
Street Address

Print Name:

Norwell, MA 02061
City

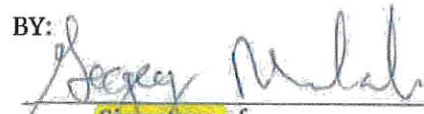
Director, Purchasing & Contracting Department

(781) 792-5000
Telephone No.

Date Signed

malerbi.gregory@cleanharbors.com
E-Mail

BY:


Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Greg Malerbi
Print Name

BY: _____
Deputy City Attorney

SVP Treasurer
Title

January 10, 2023
Date

2 Exceptions

Clean Harbors has no exceptions to the terms and conditions in the RFP.

We do request that if prevailing wages fluctuate during the contract term, Clean Harbors reserves the right to adjust the prevailing wage labor components accordingly.

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the bid documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

3 The Contractor Standards Pledge of Compliance Form.

Please see the following pages.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP for Sidewalk Sanitation Services - Solicitation Number: 10089960-23-K

B. BIDDER/PROPOSER INFORMATION:

Clean Harbors Environmental Services, Inc.

Legal Name		DBA	
42 Longwater Drive	Norwell	MA	02061
Street Address	City	State	Zip
Kimberly Eiko Carter, Account Manager	(858) 204-9255	(619) 224-2588	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

**** Directly or indirectly involved means pursuing the transaction by:**

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

George L. Curtis	Executive Vice President
Name	Title/Position
Norwell, MA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposal approval and signatures	
Interest in the transaction	

Kim Carter	Account Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating with the City and primary administrative contact for Clean Harbors	
Interest in the transaction	

Vanessa Castillo	Branch Manager
Name	Title/Position
San Diego	
City and State of Residence	Employer (if different than Bidder/Proposer)
Supervising proposed field staff and operations	
Interest in the transaction	

John McLamore	District Manager
Name	Title/Position
Chandler, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Pricing and Terms/ conditions approvals and operational oversight of branch providing the services	
Interest in the transaction	

Marc McReynolds	SVP Western Region
Name	Title/Position
Seattle, WA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contract execution	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 03/04/1980 State of incorporation: MA

List corporation's current officers: President: Eric Gerstenberg
Vice Pres: George Curtis
Secretary: Michael McDonald
Treasurer: Gregory Malerbi

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 05/31/1995

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? CLH ticker on NYSE

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:
none

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>80,000,000</u>	<u>54,400,000</u>	<u>54,400,000</u>
b. Number of nonvoting shares:	<u>0</u>	<u>0</u>	<u>0</u>
c. Number of shareholders:			<u>31,000</u>
d. Value per share of common stock:		Par	<u>\$ 0.01</u>
		Book	<u>\$ 33.99</u>
		Market	<u>\$ 114.99</u>

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:
none

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JPMorgan Chase (TX1-0029)

Point of Contact: Porcia Ann Obana

Address: 14800 Frye Road, 2nd Floor, Ft Worth, TX 76155

Phone Number: (866) 954-3718

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2020006619 Year Issued: 2020

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego

Contact Name and Phone Number: Michael Dykes, 858.627.3314

Contact Email: mdykes@sandiego.gov

Address: 1200 Third Ave Suite 200, San Diego, CA 92101

Contract Date: April 9, 2018

Contract Amount: \$ 5,000,000.00

Requirements of Contract: Emergency Response and field services

Company Name: City of Los Angeles

Contact Name and Phone Number: Henry Yuan, 213.485.3827

Contact Email: henry.yuan@lacity.org

Address: 1149 S Broadway Street, Los Angeles, CA 90015

Contract Date: June 1, 2014

Contract Amount: \$ 53,000,000.00

Requirements of Contract: Emergency Response and field services, transportation and disposal

Company Name: County of San Diego Dept. of Public Works

Contact Name and Phone Number: Christopher Robinson, 619.606.7009

Contact Email: christopher.robinson@sdcounty.ca.gov

Address: 5500 Overland Avenue, San Diego, CA 92123

Contract Date: January 1, 2019

Contract Amount: \$ 1,000,000.00

Requirements of Contract: Emergency Response and field services.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following: NO

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NOT APPLICABLE

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

George L. Curtis, Executive V.P
Name and Title


Signature

December 14, 2022
Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

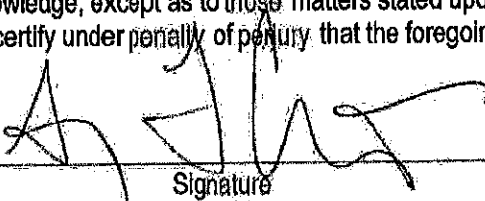
E. 6 & G. 1: Clean Harbors has pending cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceeding may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal.

Please see Attachment A-1 for a listing of environmental compliance related fines and/or penalties against Clean Harbors US facilities in the past 5 years which have resulted in civil liabilities.

J. WAGE COMPLIANCE: Clean Harbors and its subsidiaries always seeks to comply with applicable employment law requirements. Clean Harbors and its subsidiaries have 20,000 employees and from time to time the Company encounter disputes that may include claims of alleged violations of federal, state or local wage rules and laws. We do not keep track of each of these claims, so details of each instance are not readily available. Some of these claims have resulted in back wages or penalties against Clean Harbors, Clean Harbors warrants, however, that it is not involved in any claim, action, suit or judgement that would preclude it from performing its obligations under this Request for Proposal. Additionally, all material legal matters are disclosed in the Company's filings with the Securities and Exchange Commission ("SEC") filings. A copy of these filings are available on the Company's website (www.cleanharbors.com) or through the SEC's website.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

George L. Curits, Executive V.P.
Print Name, Title


Signature

December 14, 2022
Date



Enforcement Action Summary Report

Facility Albany

Date Received	Agency	Enforcement Type	Alleged Violation	Proposed Penalty	Status	Resolution Date	Penalty Paid
6/11/2018	US Coast Guard Sector New York	Notice of Violation	Not able to provide documentation of 1st quarter drill.	\$750.00	Resolved	7/9/2018	\$750.00

EA Number: TK003393802

Description of Resolution:

Paid the civil penalty.

<i>Facility</i>		<i>Aragonite</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
1/28/2019	US DEA	Notice of Violation	1) Failure to file annual inventory, 2) delinquent filing of quarterly ARCOS reports, failure to maintain a separate file for Schedule 1 and 2 and Schedule 3 through five controlled substances, 4) failure to record time of annual	\$120,000.00	Resolved	5/8/2019	\$96,000.00
			<i>Description of Resolution:</i>			Payment of a civil penalty.	
9/26/2019	Utah Department of Commerce	Penalty Notice	Failure to report to the division any adverse action taken by another licensing jurisdiction.	\$300.00	Resolved	10/10/2019	\$300.00
			<i>Description of Resolution:</i>			Paid civil penalty	
4/8/2020	UDEQ	Notice of Violation	29 alleged violations resulting from the annual inspection conducted in the Fall 2019.	\$106,840.00	Resolved	8/24/2021	\$80,630.00
			<i>Description of Resolution:</i>			Entered into a civil consent order and paid a penalty.	
7/15/2020	Alabama Board of Pharmacy	Consent Administrative Order	1) Conducting operations in the State but failing to timely renew a permit, 2) Failure to conduct business in accordance with the State rules because of violations settled with the US DEA in January 2019.	\$10,000.00	Resolved	8/10/2020	\$10,000.00
			<i>Description of Resolution:</i>			Paid a civil penalty.	

12/15/2020	Arizona Board of Pharmacy	Penalty Notice	Failure to notify the Board of a prior enforcement action in another jurisdiction.	\$250.00	Resolved	1/26/2021	\$250.00
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Description of Resolution:

Entered into a consent order.

1/15/2021	US EPA	Warning Letter/Notice	1) Failure to monitor emissions from the Corrosives Unit, Blended Waste Feed, Aqueous Waste Feed, and Sludge Waste Feed operation, 2) 24 open ended valves on the carbon system, 3) a rupture disk operating above the no detectable emissions standard, 4) Failure to record the date of first repair attempt, 5) Excess emissions from 12 pressure relief devices and 5 connectors, 6) Failing to record information on equipment tagged for repair, 7) Storing light liquid material in containers that had leaks, 8) Failure to adequately train employees to conduct Method 21 monitoring, 9) Failure to use equipment that adequately monitors for Method 21, 10) Failure to repair 3 pieces of equipment in 15 days.	\$470,000.00	Resolved	12/10/2021	\$224,903.00
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Description of Resolution:

Entered into a civil consent order where Clean Harbors Aragonite agreed to a civil penalty and injunctive relief including third party audits, purchase of an FID, and replacing some equipment with low emissions equipment.

3/26/2021	UDEQ	Notice of Violation	12 alleged violations related to permit conditions on waste storage conditions, timing, training and rejection procedures identified during the 2020 annual inspection.	\$51,497.00	Resolved	1/26/2022	\$21,403.00
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Description of Resolution:

Paid a civil penalty and entered into a consent agreement.

3/11/2022	California State Board of Pharmacy	Notice of Violation	1) Failure to notify the board within 30 days of the date when a designated representative-in-charge ceases to act as the designated representative-in-charge. 2) Failure to have a new designated representative-in-charge when the prior representative-in-charge resigned.	\$5,000.00	Resolved	7/1/2022	\$5,000.00
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Description of Resolution:

Paid a civil penalty.

Facility *Baltimore*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
5/23/2019	US EPA	Notice of Violation	1) Failure to maintain updated information related to regulated substances, processes and equipment, 2) Failure to conduct a hazard review, 3) Failure to identify opportunities that could cause an accidental release, 4) Failure to identify safeguards to control hazards or prevent malfunctions or human error, 5) Failed to identify steps to detect releases, 6) Failure to update the five year review, 7) Failure to update emergency contact information within 30 days of change.	\$3,200.00	Resolved	7/16/2019	\$3,200.00

Description of Resolution: Entered into an administrative order and paid a civil penalty.

8/22/2019	US EPA	Notice of Violation	1) Failure to maintain Subpart CC with "no detectable emissions" for a hazardous waste tank 2) Failure to comply with Method 21 regarding air monitoring calibration requirements, 3) Failure to prevent open-ended valves or lines.	\$144,606.00	Resolved	11/19/2021	\$72,243.00
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Description of Resolution: Entered into a civil consent order and paid a penalty.

Facility *Bridgeport*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
7/30/2019	NJ DEP	Notice of Violation	Failure to make a waste determination on a television screen.	\$5,000.00	Resolved	1/23/2020	\$3,750.00
			<i>Description of Resolution:</i>				Paid a civil penalty.
7/30/2019	NJ DEP	Notice of Violation	Failure to make a waste determination on a spent fluorescent lamp and a fan.	\$5,000.00	Resolved	1/23/2020	\$0.00
			<i>Description of Resolution:</i>				Paid a civil penalty
5/4/2021	NJ DEP	Notice of Violation	1) Discharge exceedances of total suspended solids and zinc.	\$24,000.00	Resolved	1/21/2022	\$0.00
			<i>Description of Resolution:</i>				Entered into a consent order.
9/8/2021	NJ DEP	Notice of Violation	1) Failure to complete daily inspections, 2) Failure to inspect secondary containment, 3) Failure to inspect above ground valves, 4) Failure to inspect security fence, 5) Failure to inspect cleanup and removal equipment, 6) Failure to provide refresher training, 7) Failure to perform a tank test, 8) Failure to perform monthly tank inspections, 9) Failure to conduct annual emergency response drill, 10) Failure to provide notice of use of new tanks.	\$14,850.00	Resolved	2/15/2022	\$0.00
			<i>Description of Resolution:</i>				Entered into an administrative consent order and agreed to pay a civil penalty.

<i>Facility</i>		<i>Bridgeport Oil</i>						
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>	
5/23/2018	US EPA	Compliant	Failure to timely submit TRI Forms for 2015.	\$89,160.00	Resolved	8/1/2019	\$82,000.00	

Description of Resolution: Paid civil penalty

<i>Facility</i>		<i>Bristol</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
11/6/2018	CT DEEP	Notice of Violation	1) Failure to properly prepare a stormwater pollution prevention plan, 2) failure to operate the waste water treatment system in accordance with a 2008 proposed work plan, 3) failure to operate the facility to prevent an accidental release.	\$133,900.00	Resolved	7/12/2019	\$95,100.00
			<i>Description of Resolution:</i>		Paid a civil penalty.		
9/4/2019	CT DEEP	Notice of Violation	1) Failure to operate the facility to minimize the possibility of a release, 2) Failure to ensure waste is in an appropriate container, 3) Failure to ensure that waste is only accepted into waste management areas with the appropriate waste codes, 4) Failure to submit a report within 15 days of the implementation of the contingency plan, 5) Failure to submit a report within 15 days of an incident that requires reporting pursuant to Connecticut statutes, 6) Failure to note discrepancies on a manifest, 7) Failure to place a one-time LDR in the facility operating record.	\$0.00	Resolved	3/19/2020	\$0.00
			<i>Description of Resolution:</i>		Entered into an administrative consent order.		

10/1/2019	CT DEEP	Notice of Violation	1) Failure to ensure a proper container, 2) Managing waste in an unpermitted area, 3) Failure to comply with the permit and regulations regarding land disposal restrictions by means of impermissible dilution.	\$135,200.00	Resolved	3/19/2020	\$121,680.00
			Description of Resolution:	Paid a civil penalty and entered into administrative consent order number COWSWDH20002.			

11/19/2019	US EPA	Consent Administrative Order	1) Failure to properly manifest PCB waste, 2) improper disposal of PCB remediation material in a landfill.	\$66,166.00	Resolved	12/26/2019	\$58,338.00
			Description of Resolution:	Entered into a consent order and paid a civil penalty.			

Facility CHES - Norwell

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
1/10/2020	Illinos Attorney General	Warning Letter/Notice	Disposal of unpermitted waste at a non-hazardous landfill.	\$26,000.00	Resolved	8/13/2020	\$14,750.00
						<i>Description of Resolution:</i>	Paid civil penalty.
4/14/2022	NJ DEP	Notice of Violation	Failure to meet the general requirements for packages and an identifiable release from a closed rear valve of the vehicle.	\$4,500.00	Resolved	6/28/2022	\$4,050.00
						<i>Description of Resolution:</i>	Entered in to a consent order and paid a civil penalty.
4/21/2022	City of New York DEP	Cease and Desist	1) Cease discharging hydraulic fluid on a city street, 2) Clean up the hydraulic fluid that released because of a mechanical failure on a truck.	\$1,020.00	Resolved	5/31/2022	\$1,020.00
						<i>Description of Resolution:</i>	Paid the civil penalty.
6/16/2022	Alameda County Waste Management Authority	Warning Letter/Notice	Failure to report and pay a fee for material originating in Aledema County that was deposited in landfills outside the county.	\$3,209.13	Resolved	8/2/2022	\$3,209.13
						<i>Description of Resolution:</i>	Paid a civil penalty.

Facility *Clackamas*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
12/27/2019	LDEQ	Penalty Notice	1) Exceeding the five minute burn/detonation permit limit, 2) Operating more than 10 burn pans simultaneously during an hour, 3) Failure to implement an adequate Storm Water Pollution Prevention Plan to reflect modifications to storm water system and outfall.	\$0.00	Resolved	3/8/2022	\$0.00
					<i>Description of Resolution:</i>	Entered into a consent order with civil penalty.	
9/18/2020	LDEQ	Warning Letter/Notice	Five exceedances of the five minute burn time permit condition in August, 2020.	\$0.00	Resolved	3/8/2022	\$0.00
					<i>Description of Resolution:</i>	Entered into a consent order.	
11/18/2020	LDEQ	Warning Letter/Notice	Two letters of warning for exceeding the permit time limit for burning waste in April 2020.	\$0.00	Resolved	3/8/2022	\$0.00
					<i>Description of Resolution:</i>	Entered into a consent order.	

<i>Facility</i>		<i>Deer Park</i>						
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>	
10/3/2019	TCEQ	Notice of Non-Compliance	Failure to timely submit a deviation report.	\$4,538.00	Resolved	8/24/2020	\$1,816.00	

Description of Resolution: Paid a civil penalty.

Facility *El Dorado*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
3/14/2019	ADEQ	Notice of Violation	1) Allowing water to remain in secondary containment longer than 24 hours, thus impeding the ability to monitor for leaks, 2) failure to properly document inspections for secondary containment.	\$8,000.00	Resolved	5/17/2019	\$8,000.00
			<i>Description of Resolution:</i>			Entered into the administrative consent order.	
11/21/2019	ADEQ	Notice of Violation	1) Opacity issues at kiln 1, 2) Opacity issues at kiln 2 and 3) Open diverts at kiln 2 require additional explanation to the air regulators.	\$10,020.00	Resolved		\$6,513.00
			<i>Description of Resolution:</i>			Paid a civil penalty and provided ergonomic hose reloading equipment to the El Dorado fire department.	
2/11/2021	FRA	Notice of Non-Compliance	A rail car not sealed appropriately because the bolts on the manway were not tool tight.	\$5,000.00	Resolved	3/11/2021	\$4,000.00
			<i>Description of Resolution:</i>			Paid civil penalty.	
2/19/2021	FRA	Notice of Non-Compliance	Bolts on a rail car manway were not tool tight.	\$2,000.00	Resolved	3/11/2021	\$1,500.00
			<i>Description of Resolution:</i>			Paid civil penalty.	

Facility *Grassy Mountain*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
3/9/2020	UDEQ	Notice of Violation	1) Nineteen instances of failure to follow the requirements of the Waste Analysis Plan (WAP) 2) Failing to complete CPR training on a two year interval, 3) Disposal of waste in the landfill that did not meet land disposal restrictions.	\$29,395.00	Resolved	1/19/2021	\$20,575.00

Description of Resolution:

Paid a civil penalty.

<i>Facility</i>		<i>Greenbrier</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
11/10/2021	US EPA	Compliance Advisory	1) Storage of in-transit PCB's for greater than 10 days, 2) Failure to include in-transit PCBs on the facility log and annual PCB report.	\$41,056.00	Resolved	3/15/2022	\$34,900.00

Description of Resolution: Paid a civil penalty.

Facility Laurel

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
8/28/2019	US EPA	Notice of Violation	1) Failure to complete and maintain record of Transfer Facility Tracking Logs, 2) Failure to perform and record daily inspections, 3) Failure to perform and record weekly inspections, 4) Failure to update the facility Contingency Plan, 5) Failure to prepare accurate hazardous waste manifests.	\$7,719.00	Resolved	9/24/2020	\$4,950.00
					<i>Description of Resolution:</i>	Paid civil penalty.	

<i>Facility</i>		<i>Linden</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
5/20/2020	NJ DEP	Notice of Violation	1) Failure to operate the facility to minimize the possibility of release, 2) Failure to provide verbal notification of a release within 24 hours and 3) Failure to submit a written spill report within 5 days.	\$20,000.00	Resolved	1/11/2021	\$17,000.00
			<i>Description of Resolution:</i>			Entered into a civil consent order.	
6/9/2020	US EPA	Notice of Non-Compliance	Delay in notification of a reportable quantity release to the NRC and local emergency organizations.	\$63,117.00	Resolved	9/28/2022	\$44,200.00
			<i>Description of Resolution:</i>			Entered into a consent order with civil penalty.	
10/18/2021	Ohio Public Utilities Commission	Notice of Violation	Failure to placard a hazardous waste shipment for subsidiary dangerous when wet hazard class.	\$1,140.00	Resolved	11/2/2021	\$1,140.00
			<i>Description of Resolution:</i>			Paid the civil penalty	
6/22/2022	NJ DEP	Notice of Violation	1) Failure to submit sample results for a Solid/Chemical Marix (SCM) Proficiency Test.	\$500.00	Resolved	7/1/2022	\$500.00
			<i>Description of Resolution:</i>			Entered into an order and paid a civil penalty.	

<i>Facility</i>		<i>San Jose</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
12/5/2018	City of San Jose	Notice of Violation	Failure to file a Standard Operating Procedure by the required date.	\$500.00	Resolved		\$500.00
						<i>Description of Resolution:</i>	Paid civil penalty.
1/17/2019	City of San Jose	Notice of Violation	1) Failure to maintain the minimum permit required pH during a wastewater discharge.	\$250.00	Resolved	1/20/2019	\$250.00
						<i>Description of Resolution:</i>	Paid civil penalty
4/30/2019	DTSC	Notice of Violation	The facility received an inspection report, dated 4/30/19, with 2 Class I alleged violations for Tank Assessment report not conducted within 5 years and Tank Thickness testing report was not certified by a PE and 5 Class II and 5 Minor violations.	\$62,000.00	Resolved	8/18/2022	\$62,000.00
						<i>Description of Resolution:</i>	Corrected the issues and paid a civil penalty.

<i>Facility</i>		<i>Wichita</i>						
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>	
7/7/2020	KDHE	Notice of Violation	1) Failure to prevent ingress of precipitation into the storage area, 2) failure to make a waste determination on a spilled material, 3) failure to conduct one weekly inspection, 4) failure to operate the facility to prevent an unplanned release of one compound.	\$17,320.00	Resolved	8/27/2020	\$17,320.00	

Description of Resolution: Paid a civil penalty.

<i>Facility</i>		<i>Wilmington</i>					
<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
3/23/2021	US EPA Region 9	Notice of Non-Compliance	1) Failure to fully implement a leak detection and repair program in accordance with the permit, 2) Failure to perform Method 21 monitoring, 3) Failure to accurately classify as unsafe to monitor equipment subject to LDAR monitoring, 4) Failure to implement the carbon change-out program as described in the facility's Part B Application.	\$152,282.00	Resolved	9/22/2022	\$99,500.00

Description of Resolution: Entered into a consent order and paid the civil penalty.

Facility Woburn

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
3/8/2019	MA DEP	Notice of Violation	1) The automated fire suppression system alarm was not sent to the Woburn Fire Department and information that the message had been communicated to the Fire Department was incorrectly provided to the MA DEP 2) failure to provide automatic notification to the Fire Department, 3) failure to mark the correct accumulation start date on a container, 4) improperly labeled satellite accumulation container, 5, cracks in the secondary containment.	\$39,220.00	Resolved	5/14/2019	\$20,000.00

Description of Resolution: Paid civil penalty.

RFP: 10089960-23-K

4 Equal Opportunity Contracting Forms.

Please find the Equal Opportunity Contracting Forms including the Contractors Certification of Pending Actions and the Work Force Report on the following pages.

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

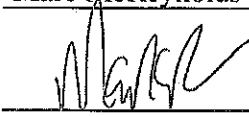
As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
03/20/2020	San Marcos, CA	discrimination (disability)	N	Closed	n/a
9/02/2020	Santa Clara, CA	discrimination (race, disability)	N	Closed	n/a
6/19/2020	West Sacramento, CA	Discrimination (disability, race); retaliation	Y	Closed	Settled
3/21/2018	Vernon, CA	Discrimination (national origin)	N	Closed	n/a
5/20/2020	Tustin, CA	discrimination (disability)	Y	Closed	Settled

Contractor Name: Clean Harbors Environmental Services, Inc.

Certified By Marc McReynolds Title Senior VP, West Region
 Name
 Date 3/23/23
 Signature

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS -Continued

Date of claim	Location	Description of Claim	Litigation (Y/N)	Status	Resolution/Remedial Action taken
9/27/2018	West Sacramento, CA	Discrimination (disability)	N	Closed	Settled
5/31/2017	Los Angeles, CA	Discrimination (disability)	Y	Closed	Settled

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or 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. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Clean Harbors Environmental Services, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 42 Longwater Drive

City: Norwell County: USA State: MA Zip: 02061

Telephone Number: 781.792.5000 Fax Number: 781.792.5938

Name of Company CEO: Alan McKim

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 6485 Marindustry Drive

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: 619.241.4250 Fax Number: 619.226.6982 Email: Carter.Kimberly@cleanharbors.com

Type of Business: Environmental & Waste Management Services Type of License: CA Contractors License Class C-12 & A Ha

The Company has appointed: Lisa Hersh

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 42 Longwater Drive, Norwell, MA 02061

Telephone Number: 781.792.5000 ~~339-214-4502~~ Fax Number: _____ Email: hersh.lisa@cleanharbors.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Clean Harbors Environmental Services, Inc.
(Firm Name)

Plymouth, MA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 14th day of December, 2022

Lisa Hersh

(Authorized Signature)

Lisa Hersh

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: 12/13/22

OFFICE(S) or BRANCH(ES): 6485 Marindustry Drive COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		5									3		
Professional			1			1						3		
A&E, Science, Computer														
Technical			10	1	1		1					1		2
Sales						1						2	2	
Administrative Support				1	1								1	
Services														
Crafts														
Operative Workers	5		19	1								11	1	
Transportation														
Laborers*			11	3	3	1						4		

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6		46	6	5	3	1					24	4	2
--------------------	---	--	----	---	---	---	---	--	--	--	--	----	---	---

Grand Total All Employees

97

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			1									1		
----------	--	--	---	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Clean Harbors Environmental Services, Inc.

DATE: 12-13-22

OFFICE(S) or BRANCH(ES): 6485 Marindustry Drive

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{4, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

RFP: 10089960-23-K

5 Living Wage Ordinance Certification of Compliance.

Please see the completed form on the following page.

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Clean Harbors Environmental Services, Inc.
 Company Address: 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149
 Company Contact Name: Kimberly Eiko Carter, Account Manager Contact Phone:

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089960-23-K Start Date: To be determined
 Contract Title (or description): Sidewalk Sanitation Services End Date: To be determined
 Purpose/Service Provided: Sidewalk Sanitation Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance (LWO) must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

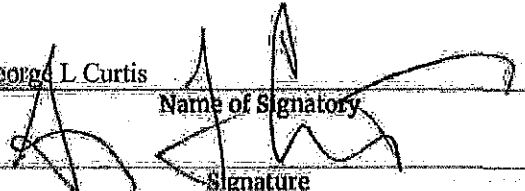
If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

George L Curtis

 Name of Signatory


 Signature

Sidewalk Sanitation Services

 Title of Signatory
 December 14, 2022

 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

6 Licenses as required in Exhibit B.

	Registration	Expiration Date	Name
DIR Registration No.	1000013713	06/30/23	Clean Harbors Environmental Services, Inc.

	License Number	Expiration Date	Name
Pest Control Business (PCB) License	41228	12/31/2024	Clean Harbors Environmental Services, Inc.
Qualified Applicator License (QAL) with Category K (health related)	145396	12/31/2023	Clean Harbors Environmental Services, Inc. -Licensee Name Rafael Villalobos
Department of Transportation - Hazardous Waste Transportation	US-180743-MA-HMSP	03/31/24	Clean Harbors Environmental Services, Inc.
California Department of Toxic Substances Control -Hazardous Waste Transportation Registration	3500	04/30/23	Clean Harbors Environmental Services, Inc.
California Highway Patrol - Hazardous Materials Transportation License	132665	01/31/23	Clean Harbors Environmental Services, Inc.
EPA Hazardous Waste Transporter Identification Number	MAD039322250	N/A	Clean Harbors Inc.
Proof of registration with the San Diego County Agricultural Commissioner's Office for the current calendar year.			

7 SDS for Proposed Sanitizer

Please find the Safety-Data-Sheet (SDS) for the sanitizer Clean Harbors will utilize to perform the disinfection services for the City on the following pages.

1. IDENTIFICATION

Product identifier

Product Name Pure Bright Germicidal Ultra Bleach

Other means of identification

Product UPC 59647-21014
Product Code 11008635041

Recommended use of the chemical and restrictions on use

Recommended Use Disinfectant. Cleaning agent. Chlorine-based bleaching agents.
Uses advised against Do not mix with other chemicals

Details of the supplier of the safety data sheet

Manufacturer Address

KIK International LLC
33 Macintosh Blvd.
Concord, Ontario
Canada L4K 4L5
1-800-479-6603

Emergency telephone number

Emergency Telephone Poison Control Center (Medical) : (866) 366-5048
Chemtel (Transportation) 1-888-255-3924

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)


Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1

Label elements

Emergency Overview

Danger

Hazard statements
Causes skin irritation
Causes serious eye damage



Color light yellow **Physical state** liquid **Odor** Chlorine

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling

Wear protective gloves/protective clothing/eye protection/face protection

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor/physician
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 Immediately call a POISON CENTER or doctor/physician
 IF ON SKIN: Wash with plenty of soap and water
 If skin irritation occurs: Get medical advice/attention
 Take off contaminated clothing and wash before reuse

Precautionary Statements - Storage

Keep out of reach of children. Store in a well-ventilated place. Store in a closed container. Protect from sunlight.

Hazards not otherwise classified (HNOC)

Not applicable

Other Information

0% of the mixture consists of ingredient(s) of unknown toxicity

3. COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Chemical Name	CAS No.	Weight-%
Sodium hypochlorite	7681-52-9	6

4. FIRST AID MEASURES

Description of first aid measures

Eye contact Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes.

Skin contact Wash skin with soap and water. If symptoms persist, call a physician.

Inhalation Remove to fresh air.

Ingestion Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically. Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media No information available.

Specific hazards arising from the chemical

No information available.

Explosion data

Sensitivity to Mechanical Impact None.
Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Ensure adequate ventilation, especially in confined areas.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Pick up and transfer to properly labeled containers.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product. Use personal protective equipment as required. Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible materials Acids, Ammonia.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering Controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles).

Skin and body protection Wear protective gloves and protective clothing.

Respiratory protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be

provided in accordance with current local regulations.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid	Odor	Chlorine
Appearance	clear, light yellow	Odor threshold	No information available
Color	light yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	12.0 - 12.5	
Melting point/freezing point	No information available	
Boiling point / boiling range	No information available	
Flash point	No information available	
Evaporation rate	No information available	
Flammability (solid, gas)	No information available	
Flammability Limit in Air		
Upper flammability limit:	No information available	
Lower flammability limit:	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Specific Gravity	~1.08	
Water solubility	Soluble in water	
Solubility in other solvents	No information available	
Partition coefficient	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Kinematic viscosity	No information available	
Dynamic viscosity	No information available	
Density	No information available	
Bulk density	No information available	
Explosive properties	No information available	
Oxidizing properties	No information available	

Other Information

Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available

10. STABILITY AND REACTIVITY

Reactivity
No data available

Chemical stability
Stable under recommended storage conditions.

Possibility of Hazardous Reactions
None under normal processing.

Conditions to avoid
Do not mix with other chemicals. Extremes of temperature and direct sunlight.

Incompatible materials
Acids, Ammonia.

Hazardous Decomposition Products
None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation Inhalation of vapors in high concentration may cause irritation of respiratory system.

Eye contact Avoid contact with eyes. May cause burns.

Skin contact Avoid contact with skin. May cause irritation.

Ingestion May be harmful if swallowed.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Sodium hypochlorite 7681-52-9	= 8200 mg/kg (Rat)	> 10000 mg/kg (Rabbit)	-

Information on toxicological effects

Symptoms No information available.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization No information available.
Germ cell mutagenicity No information available.
Carcinogenicity The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Sodium hypochlorite 7681-52-9	-	Group 3	-	-

*IARC (International Agency for Research on Cancer)
 Not classifiable as a human carcinogen*

Reproductive toxicity No information available.
STOT - single exposure No information available.
STOT - repeated exposure No information available.
Aspiration hazard No information available.

Numerical measures of toxicity - Product Information

12. ECOLOGICAL INFORMATION

Ecotoxicity

Very toxic to aquatic life with long lasting effects

0% of the mixture consists of components(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Crustacea
Sodium hypochlorite 7681-52-9	0.095: 24 h Skeletonema costatum mg/L EC50	0.06 - 0.11: 96 h Pimephales promelas mg/L LC50 flow-through 4.5 - 7.6: 96 h Pimephales promelas mg/L LC50 static 0.4 - 0.8: 96 h Lepomis macrochirus mg/L LC50 static 0.28 - 1: 96 h Lepomis macrochirus mg/L LC50 flow-through 0.05 - 0.771: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 0.03 - 0.19: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 0.18 - 0.22: 96 h Oncorhynchus mykiss mg/L LC50 static	0.033 - 0.044: 48 h Daphnia magna mg/L EC50 Static 2.1: 96 h Daphnia magna mg/L EC50

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility

No information available.

Other adverse effects

No information available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging

Do not reuse container. Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT

Not regulated

IATA

UN/ID no.

3082

Proper shipping name

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE)

Hazard Class

9

Packing Group

III

Description

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III

IMDG

UN/ID no.

3082

Proper shipping name

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE)

Hazard Class

9

Packing Group

III

Description

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III

Marine pollutant

This material meets the definition of a marine pollutant

15. REGULATORY INFORMATION

International Inventories

TSCA

Complies

DSL/NDSL

Complies

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Acute health hazard

Yes

Chronic Health Hazard No
 Fire hazard No
 Sudden release of pressure hazard No
 Reactive Hazard No

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hypochlorite 7681-52-9	100 lb	-	-	X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Sodium hypochlorite 7681-52-9	100 lb	-	RQ 100 lb final RQ RQ 45.4 kg final RQ

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Sodium hypochlorite 7681-52-9	X	X	X

U.S. EPA Label Information

EPA Pesticide Registration Number 70271-13

EPA Statement

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Difference between SDS and EPA Pesticide label

ANGER: Corrosive. May cause severe skin and eye irritation or chemical burns to broken skin. Causes eye damage. Wear safety glasses and rubber gloves when handling this product. Wash after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Avoid breathing vapors. Vacate poorly ventilated areas as soon as possible. Do not return until strong odors have dissipated.

16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

NFPA	Health hazards 2	Flammability 0	Instability 1	Physical and Chemical Properties -
HMIS	Health hazards 2	Flammability 0	Physical hazards 1	Personal protection B

Prepared By Regulatory Affairs
 Revision Date 14-Apr-2015
 Revision Note No information available

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

8 Additional Information as Required in Exhibit B Scope of Work

As the City's incumbent Service provider Clean Harbors is thoroughly familiar the RFP scope of work and will continue to provide the services with the same procedures we utilize currently. These procedures follow and meet all requirements in the RFP scope of work Exhibit B.

Tab B - Executive Summary and Responses to Specifications.

Proposal for City of San Diego

ITB# 10089960-23-K

Sanitation Services and Incidental Hazardous Waste Removal on Public Rights-of-Way and City-Owned Property



From:



To:



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3 Executive Summary.

As many local governments are discovering homeless encampments often pose significant health and safety risks. Clean Harbors has experience providing the Disinfection, Sanitation and Clean-up of homeless encampments and we currently provide these services to multiple local government agencies in Southern California. We currently support Hepatitis A decontamination and encampment removal for the both the City and County of San Diego. Clean Harbors also currently provides sanitation services in both Los Angeles and Orange Counties.

As your incumbent service provider, we are intimately knowledgeable of the City of San Diego's sanitation procedures and reporting requirements. Our highly experienced staff understand the complexity of working in and around transient population areas while still successfully completing their assigned tasks.

Clean Harbors thorough training, established procedures and prior experience make us a superior contractor to provide the requested services to the City.

- ❖ With safety as our number one priority and the best corporate training program in the industry, we are able to provide a level of service that is unparalleled.
- ❖ Our staff are trained and prepared to safely handle blood borne pathogens and bio-infectious substances.
- ❖ We have the experience necessary to safely and effectively provide the Sanitation & Incidental Hazardous Waste Removal the City is requesting.

Clean Harbor has 42 years of experience managing Hazardous Waste and over 20 years' experience in providing bio-infectious substances containment solutions. Clean Harbors has grown to be the leading and most trusted name for a broad range of services including hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Clean Harbors offers the most comprehensive hazardous waste management and bio-infectious waste management services available in North America.

4 Proposer's Response to the RFP.

4.1 Clean Harbors Company Overview

Since its inception in 1980, Clean Harbors has grown to become the leading provider environmental, energy and industrial services throughout North America, we employ more than 20,000 employees. The Company serves over 300,000 customers, including a large number of the Fortune 500 companies; many major utilities, oil, pharmaceutical, and chemical companies; the high tech and biotech industries; and numerous local, state, provincial, and federal government agencies. Clean Harbors is a publicly traded company headquartered in Norwell, Massachusetts.

We have over 480 locations spanning the United States and Canada as well as locations in Mexico and Puerto Rico. We own and operate over 100 waste management facilities which provide a wide range of recycling, incineration, landfill, and treatment options. These facilities have been rigorously tested and approved to ensure the safe handling of customers' wastes with minimal risk or liability.

Services offered include hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services, and industrial services. Clean Harbors is an innovative leader, committed to preserving our natural environment and adhering to strict government regulations.

With over forty-two years of experience, Clean Harbors' dedicated employees are committed to providing the highest quality and most comprehensive environmental services available. The scope of our services encompasses the widest range and provides our customers with one single source for satisfying their multiple environmental needs.

The following page contains an outline of the services Clean Harbors provides throughout North America.

TECHNICAL SERVICES

Waste Management

- Container management
- Drum waste disposal
- Explosives management
- Hazardous and non-hazardous waste disposal
- Large-scale waste removal and disposal projects
- Waste transportation services

Recycling Services

- Chemicals and solvents
- Universal Waste recycling
- Used oil and oil products

Chemical Packing

- CleanPack® laboratory chemical packing
- Cylinder and compressed gas management
- Laboratory moves
- Reactive material services

Household Hazardous Waste Services

- All types of HHW services

InSite Services®

- Customized on-site environmental/ industrial services

INDUSTRIAL AND FIELD SERVICES

Emergency Response 24/7/365

- Biological and infectious agent response
- Chemical and hazardous material spill response
- Disaster recovery services
- Emergency pump-outs
- Emergency waste disposal
- Oil spill response

Field Services

- Decontamination & Disinfection
- Demolition and dismantling
- Excavation and removal
- Facility closures
- Filtration and treatment services
- Maritime services
- Product recovery and transfer
- Rail-car cleaning and inspection
- Remediation services
- Scarifying and media-blasting
- Steam cleaning
- Tank cleaning
- Vacuum truck services

Industrial & Specialty Services

- Chemical cleaning & hauling
- Decoking and pigging services
- Dewatering and materials processing
- High-pressure services
- Hydro excavation
- Liquid/Dry vacuum services
- Outage and turnaround services
- Ultrasonic cleaning technology

Daylighting and Hydro Excavation

- Daylighting
- Ditching and trenching
- Line locating services

InSite Services®

- Customized on-site environmental / industrial services

Lodging Services

- Client closed and open lodges

Seismic Services

- Civil water and sewer infrastructure construction
- Environmental and geotechnical drilling
- Seismic drilling
- Seismic line cutting

Surface Rentals

- Auger tank technology
- Centrifuges
- Chemical hauling

SAFETY-KLEEN

Oil Solutions

- Oil collection
- OilPlus™/Oil delivery
- Oil re-refining

Parts Cleaning Technologies

- Aqueous parts washers
- Solvent parts washers

Products

- Absorbents and wipers
- Antifreeze/coolant, windshield washer fluid
- Oils, lubricants

Vacuum Services

- Drain, sump, pit and trench cleanouts
- Non-hazardous liquids and sludge disposal
- Oil water separator services
- Process water disposal
- Sewer water drains
- Tank pump-outs

4.1.1 Clean Harbors Locations

Our corporate office is located at:
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Clean Harbors has over 400 locations across North America.

San Diego, CA

San Diego Field Services Office
Clean Harbors Environmental Services, Inc.
6465 Marindustry Drive
San Diego, CA 92121
Phone: (619) 241-4250
Services: Field Services and Emergency Response

This location will be the primary service provider to the City of San Diego.

4.2 Differentiating Aspects of Clean Harbors

4.2.1 The Most Comprehensive Service Offerings in the Waste Industry

With over forty-two years of experience, Clean Harbors' dedicated employees are committed to providing the highest quality and most comprehensive environmental services available. The scope of our services encompasses the widest range and provides our customers with one single source for satisfying their multiple environmental needs.

Clean Harbors has taken the lead in identifying the most cost-effective, environmentally sound options for waste management. We own and operate over 50 waste management facilities which provide a wide range of recycling, incineration, landfill, and treatment options. These facilities have been rigorously tested and approved to ensure the safe handling of customers' wastes with minimal risk or liability.

Clean Harbors has successfully solved thousands of environmental problems throughout the United States, Canada, and Puerto Rico and is confident that our previous experience, technical and operational resources, and compliance history uniquely qualify us to provide our clients with the resolution to most environmental needs.

Clean Harbors has a network of over 400 service locations providing waste transportation and disposal, laboratory chemical packing, 24-hour emergency response, parts cleaner services, and field, energy and industrial services throughout North America. Clean Harbors is the largest hazardous waste disposal company and the largest re-refiner of used oil into base and blended lube oils in North America. We offer the largest array of service offerings in the environmental services industry.

4.2.2 Excellent Health & Safety Program

Clean Harbors' Environmental Health & Safety Department employs a centralized management system for the management of all health, safety, and environmental compliance functions. Our professionals oversee compliance nationwide with an organization aligned with the business lines of the company. The corporate Environmental Health & Safety compliance group supports the field compliance managers, develops corporate policy, and implements the corporate compliance programs.

Health & Safety is Clean Harbors' #1 priority – companywide. Employees at all levels of the company share this philosophy and are committed to ensuring our safety goals are met. Our commitment to health and safety benefits everyone - our employees, our customers, the community, and the environment.



Clean Harbors has an extensive array of Health and Safety policies and Environmental Compliance procedures and guidelines that direct our day-to-day activities and ensure we have safe operating conditions for all of our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight by our supervisors, as well as by the inspections and audit programs we utilize at all of our job sites and operating facilities.

Our Health and Safety policies and Environmental Compliance procedures and guidelines are company confidential documents, but we have included a copy of the table of contents from our Health and Safety Policies and Standards on the following pages to demonstrate the breadth of our program and policies to the City.

4.2.2.1 Clean Harbors Health & Safety Manual & Infrastructure

Tier #1 – Health & Safety Policies

These Policies are overarching companywide documents covering a specific topic, which is applicable to everyone with no variances/ exceptions/ deviations from the requirements.

Tier #2 – Standards

These Standards are documents containing more detailed information, and requirements covering specific topics, again, applicable to everyone and with no variances/ exceptions/ deviations.

Tier #3 – Standards and BMPs

These represent requirements applicable to a subset of the company. The requirements do not apply to the entire company, and are typically created to meet specific legislative or operational requirements. The name and the scope of the document will define and clarify its applicability within the company. The use of the term "standard" means the elements of the documents are requirements much like Tiers 1 and 2.

Clean Harbors Health Safety Policies and Standards

Table of Contents

MANAGEMENT

- 1-A: Management Commitment (HS.00001.PLC-10HS)
- 1-B: Planning and Resources (HS.00002.PLC-10HS)
- 1-C: Health and Safety Policies (HS.00003.PLC-10HS)
- 1-D: Authority Responsibility Line Accountability (HS.00004.PLC-10HS)
- 1-E: Contractors and Contract Employees (HS.00005.PLC-10HS)
- 1-F: Employee Involvement Policy (HS.00006.PLC-10HS)
 - Behavioral Based Safety Standard (HS.00082.T2S-10HS)*
 - Health and Safety Committee Standard (HS.00083.T2S-10HS)*
- 1-G: HS System Goals (HS.00007.PLC-10HS) FINAL
- 1-H: Health and Safety System Evaluation (HS.00008.PLC-10HS)
- 1-I: Legislative Compliance (HS.00009.PLC-10HS)
 - Employee Health Safety Rules Standard (HS.00084.T2S-10HS)*
 - Hazard Communication Standard (HS.00085.T2S-10HS)*

WORKSITE ANALYSIS

- 2-A: Hazard Analysis Change Routine Activity Prevention Control (HS.0010.PLC-10HS)
 - 1,3-Butadiene Handling and Exposure Standard (HS.00001.T2S-10HS)*
 - Abrasive Blasting Standard (HS.00011.T2S-10HS)*
 - Acrylonitrile Standard (HS.00048.T2S-10HS)*
 - Ammonia Waste Safety Standard (HS.00013.T2S-10HS)*
 - Arsenic Standard (HS.00049.T2S-10HS)*
 - Asbestos Standard (HS.00040.T2S-10HS)*
 - Benzene Handling and Exposure (HS.00014.T2S-10HS)*
 - Beryllium Standard (HS.00050.T2S-10HS)*
 - Bio-Haz Infectious Substances Bloodborne Path Exposure Control Standard (HS.00015.T2S-10HS)*
 - Bonding and Grounding Standard (HS.00017.T2S-10HS)*
 - Bulging Container Management Standard (HS.00016.T2S-10HS)*
 - Cadmium Standard (HS.00051.T2S-10HS)*
 - Chemical Hygiene Plan (HS.00019.T2S-10HS)*
 - Cold Stress Standard (HS.00018.T2S-10HS)*
 - Confined Space Entry Standard (HS.00030.T2S-10HS)*
 - Crystalline Silica (Quartz) Standard (HS.00012.T2S-10HS)*
 - Cyanide Handling Standard (HS.00020.T2S-10HS)*
 - Decontamination Standard (HS.00021.T2S-10HS)*
 - Drum and Container Handling Standard (HS.00022.T2S-10HS)*
 - Electricity Safety Standard (HS.00023.T2S-10HS)*
 - Employee Safety Meetings Standard (HS.00024.T2S-10HS)*
 - Ergonomics Program Standard (HS.00025.T2S-10HS)*
 - Ethylene Oxide Standard (HS.00041.T2S-10HS)*
 - Excavation and Trenching Standard (HS.00026.T2S-10HS)*
 - Fall Protection-Working from Heights (HS.00027.T2S-10HS)*
 - Flammable-Combustible Tank Vehicle Cutting Standard (HS.00028.T2S-10HS)*
 - Formaldehyde Standard (HS.00052.T2S-10HS)*
 - Heat Stress Standard (HS.00029.T2S-10HS)*
 - Hexavalent Chromium Standard (HS.00053.T2S-10HS)*

Worksite Analysis (Cont'd)

- Highly Hazardous Materials Acceptance Program Standard (HS.00059.T2S-10HS)*
- Hot Work Permit Standard (HS.00035.T2S-10HS)*
- Household Hazardous Waste Collections Standard (HS.00036.T2S-10HS)*
- HPWJ Standard (HS.00031.T2S-10HS)*
- Hydrogen Fluoride Safety Standard (HS.00042.T2S-10HS)*
- Hydrogen Sulfide Awareness Standard (HS.00044.T2S-10HS)*
- Job Hazard Analysis Standard (HS.00086.T2S-10HS)*
- Lead Standard (HS.00054.T2S-10HS)*
- Line and Equipment Opening Program Standard (HS.00037.T2S-10HS)*
- Lockout Tagout Standard (HS.00045.T2S-10HS)*
- Management of Change Standard (HS.00046.T2S-10HS)*
- Marine (Boating) Safety Standard (HS.00061.T2S-10HS)*
- Mercury Management Standard (HS.00039.T2S-10HS)*
- Methylene Chloride Standard (HS.00055.T2S-10HS)*
- Mobile Cranes Standard (HS.00047.T2S-10HS)*
- Pesticide Waste Collection Standard (HS.00057.T2S-10HS)*
- Pressure Relief Valves on Double Diaphragm Pumps Standard (HS.00087.T2S-10HS)*
- Pressure Washing Standard (HS.00066.T2S-10HS)*
- Radiation Protection Safety Standard (HS.00064.T2S-10HS)*
- Rail Transportation Bloodborne Response Standard (HS.00060.T2S-10HS)*
- Site Access Control Standard (HS.00065.T2S-10HS)*
- Site Characterization and Analysis Standard (HS.00062.T2S-10HS)*
- Vinyl Chloride Standard (HS.00056.T2S-10HS)*
- Working Alone or in Isolation (HS.00002.T2S-10HS)*
- Working Safely on Petroleum Storage Tank Floating Roofs Standard (HS.00034.T2S-10HS)*

2-B: Routine Inspections (HS.00011.PLC-10HS)

- Ladders-Step Fixed Extension Standard (HS.00067.T2S-10HS)*
- Mechanical Retrieval Inspection Standard (HS.00089.T2S-10HS)*
- Sling Inspection Standard (HS.00090.T2S-10HS)*

2-C: Hazard Reporting and Correction Tracking (HS.00013.PLC-10HS)

2-D: Incident Reporting and Investigations (HS.00014.PLC-10HS)

2-E: Trend Analysis (HS.00015.PLC-10HS)

HAZARD PREVENTION AND CONTROL

3-A: Discipline Policy (HS.00016.PLC-10HS)

3-B: Predictive Preventive Maintenance (HS.00017.PLC-10HS)

- Preventative Maintenance Standard (HS.00038.T2S-10HS)*

3-C: Emergency/Security Procedures (HS.00018.PLC-10HS)

- Emergency Response Standard (HS.00070.T2S-10HS)*
- First Aid Standard (HS.00071.T2S-10HS)*
- Fire Protection Standard (HS.00058.T2S-10HS)*

3-D: Personal Protective Equipment (PPE) Policy (HS.00019.PLC-10HS)

- Personal Protective Equipment Standard (HS.00072.T2S-10HS)*
- Respiratory Protection Standard (HS.00073.T2S-10HS)*

3-E: Process Safety Management (HS.00020.PLC-10HS)

- Process Safety Management Program Standard (HS.00074.T2S-10HS)*

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- 3-F: IIPP Policy (HS.00021.PLC-10HS)
- 3-G: Occupational Health Care Program (HS.00022.PLC-10HS)
 - Hearing Conservation Standard (HS.00075.T2S-10HS)*
 - Industrial Hygiene Standard (HS.00076.T2S-10HS)*
 - Medical Surveillance Program (HS.00003.T2S-10HS)*
 - Return to Work for Non-Work Injuries or Illnesses (HS.00004.T2S-10HS)*
 - Workplace Fetal Protection Standard (HS.00077.T2S-10HS)*
- 3-H: Recordkeeping (HS.00023.PLC-10HS)
- 3-I: Document Control (HS.00024.PLC-10HS)
- 3-J: Safety Glasses and Safety Boots Reimbursement Policy (HS.00028.PLC-10HS)

SAFETY AND HEALTH TRAINING

- 4-A: Health and Safety Training Recordkeeping (HS.00025.PLC-10HS)
 - Heavy Equipment Operator Standard (HS.00079.T2S-10HS)*
 - Mobile Crane Training (HS.00078.T2S-10HS)*
 - New Employee-Short Service Worker Standard (HS.00032.T2S-10HS)*
 - Powered Industrial Vehicles Standard (HS.00043.T2S-10HS)*

4.2.2.2 Health & Safety Training

All Clean Harbors employees are trained at or above State and Federal requirements. Additionally, all employees maintain requisite training and certifications relative to their specialty. Clean Harbors has established work procedures and policies to safely perform the requested services in full regulatory compliance. Our employees have the necessary training to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Clean Harbors Bloodborne Pathogen training is supplemented with precautions regarding West Nile Virus, hantavirus, Hepatitis A, and histoplasmosis and meets all OSHA's Bloodborne Pathogen Standard 1910.1030.

Employees participate in annual refresher training and site-specific training prior to each job. Clean Harbors utilizes a monthly modular training schedule to meet the annual refresher training requirement.

Clean Harbors has a very rigorous evaluation program in place to ensure that the drivers we hire are qualified and experienced in operating the specific type of vehicle for which we have hired them. For employees who drive for the company, we have designed a Driver Training Policy and Program, which are structured to provide and maintain drivers with the necessary skills to perform safely and efficiently and to comply with regulatory requirements. Training objectives are met through a combination of initial and refresher training courses. In addition to the minimum training above, all employees that drive heavy-duty trucks / vehicles for Clean Harbors undergo a 16-hour driver training course (regardless of how much over-the-road experience they may have had before being hired); and a yearly driving skills evaluation thereafter.

The following pages outline the training our staff receive.



FIELD SERVICES HEALTH & SAFETY TRAINING OVERVIEW

Minimum Required Training	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
40-Hour OSHA HAZWOPER Training	*	*	*	*
Refresher Module 1 of 8 – HAZCOM	*	*	*	*
Refresher Module 2 of 8 – Medical / Bloodborne*	*	*	*	*
Refresher Module 3 of 8 – Respiratory Protection*	*	*	*	*
Refresher Module 4 of 8 – Confined Space / Heat Stress*	*	*	*	*
Refresher Module 5 of 8 – PPE / Hearing Protection*	*	*	*	*
Refresher Module 6 of 8 – Decontamination*	*	*	*	*
Refresher Module 7 of 8 – Emergency Response*	*	*	*	*
Refresher Module 8 of 8 – Drum & Material Handling*	*	*	*	*
Bloodborne Pathogen Training*	*	*	*	*
Hearing Conservation & Safety*	*	*	*	*
Cold Stress	*	*	*	*
Heat Stress	*	*	*	*
CPR Certification**	*	*	*	*
First Aid Certification**	*	*	*	*
Bonding & Grounding	*	*	*	*
Lockout / Tagout Affected Training Exam	*	*	*	*
Aerial Lift Training Exam	*	*	*	*
Fall Protection / Elevated Work Training Exam	*	*	*	*
Confined Space Rescue*	*	*	*	*
Confined Space Entrant / Attendant	*	*	*	*
Hot Work Training Exam	*	*	*	*
DOT Regulations for Hazardous Materials Employees***	*	*	*	*
Air Monitoring	*	*	*	*
Substance Abuse Supervisory Training	*	*	*	*
HAZWOPER Manager / Supervisor Training	*	*	*	*
Lockout / Tagout Authorized Training Exam	*	*	*	*
Confined Space Entry Supervisor	*	*	*	*
Hot Work Authorized Training Exam	*	*	*	*
Excavation & Trenching Competent Person	*	*	*	*

** Biannual Requirement

*** Triennial Requirement

FIELD SERVICES HEALTH & SAFETY TRAINING OVERVIEW



Incentive-Based Electives	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
CDL w/Hazardous Materials Endorsement Program	*	*	*	*
Heavy Equipment Operator Status	*	*	*	*
Hepatitis B Vaccinations & Responsibilities				
Certified Hazardous Material Handler (CHMH) Certification				
Certified Hazardous Material Manager (CHMM) Certification				

Additional Training Available at Management's Discretion	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
High Pressure Water Blasting	◆	◆	◆	◆
Forklift Certification	◆	◆	◆	◆
3-Year Forklift Certification	◆	◆	◆	◆
Boating Safety	◆	◆	◆	◆
Cyanide Handling	◆	◆	◆	◆
Electrical Safety	◆	◆	◆	◆
Equipment Safety Inspection	◆	◆	◆	◆
Hydrofluoric Acid Handling	◆	◆	◆	◆
Underground Utility Vault	◆	◆	◆	◆
Scaffolding Competent Person	◆	◆	◆	◆
OSHA Regulated Substances Handling	◆	◆	◆	◆
Pathological Waste Handling	◆	◆	◆	◆
High-Hazard / Reactive Materials Handling	◆	◆	◆	◆

Confidential / Proprietary

4.2.2.3 Site Safety Policies

Clean Harbors will assess the site and complete a Job Hazard Analysis (JHA) in accordance with Clean Harbors policies and procedures for each project. A copy of the JHA is kept onsite with the supervisor/ foreman along with a copy of the Safety Data Sheet (SDS) for all, chemicals to be used. All personnel sign the JHA before commencing onsite work each day of the project.

Personnel will be notified of the PPE requirements which usually consists of a modified level D when there is no confined space. The modified level D requires all personnel to wear the following:

- ✓ Work Uniform (long sleeve, long pants)
- ✓ Steel Toe Boots
- ✓ Rubber covers for boots
- ✓ Level D PPE (Tyvek, Gloves, Safety Glasses)
- ✓ Safety Vests
- ✓ Hard Hats

Please see an example Job Hazard Analysis (JHA) in Tab B - Attachment 1.

4.3 Clean Harbors Proposed Approach

Whether the action is planned, corrective, or the result of an emergency response, Clean Harbors' multidisciplinary team of remedial action professionals routinely provides solutions to a variety of industrial cleanup problems.

Clean Harbors' Field Services offers a wide variety of services including Decontamination, Abatement & Demolition, Remediation, Vacuum Services, Tank Cleaning, Emergency Response Services, Product Recovery & Transfer, and Marine Services.

We will provide the various cleaning services and Waste Transport & Disposal as described in RFP Exhibit B - Scope of Work. Clean Harbors will perform sanitation services and incidental hazardous substances or hazardous waste removal on City public rights-of-way and on other City-owned property, on a scheduled or on an as-needed basis. Clean Harbors will provide all labor, materials, supplies, equipment, permits, documentation, containers, and transportation/disposal necessary to successfully perform the Services. We will utilize the same staff, equipment and procedures that we currently utilize to provide these services to the City.

Clean Harbors will provide the proper containment, transportation and disposal of all waste generated and collected in performance of the sanitation services and incidental hazardous waste removal, including all wash water/waste water and all related constituents. Clean Harbors will adhere to the RFP protocols. We routinely provide waste management services for syringes, syringe needles, razor blades, other medical sharps; toxins/poisons such as pesticides; mercury-containing bulbs; asbestos materials; aerosol cans; consumer batteries; and human feces or containerized urine; and will provide these services to the City in full compliance with all regulations.

We will handle all hazardous substances, hazardous wastes, biohazardous wastes, or items, and equipment containing hazardous substances, or hazardous wastes in a manner that minimizes the possibility of a release. We will store all hazardous substances, hazardous waste, and biohazardous wastes that are collected under this Contract in a compliant, compatible, and closed container with a legible completed label identifying the contents. We will utilize the most cost effective container sizes permitted in the regulations.

We will utilize our permitted transportation facility and San Diego and our TSDF in Wilmington, CA to manage the City's waste. A summary of the TSDF is provided on the following page.

All services will be done in strict compliance with the City's Sanitation Procedures and the City's storm water best management practices. Clean Harbor's pressure washing units contain a wash water recovery and recycling system which allow us to ensure all water runoff created during the pressure washing process is captured and prevented from entering any storm drains, additionally the recovery/recycling system aids in water conservation.

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All services will be coordinated with the City's Environmental Services Department (ESD) to ensure maximum efficiency.

Upon the City's request Clean Harbors may provide additional associated services, such as, but not limited to, posting of no parking signs prior to performing the sanitization services and barricading an area off to protect the public while completing the services.

Transportation & Disposal

Wilmington, California Facility Facts



Waste management activities at the Wilmington facility include storage and transfer of containerized wastes, treatment of waste, which cannot be reclaimed or reused, and transfer of materials, which cannot be further treated. Processes at the facility include lab pack handling, consolidation of solids and liquids, solidification, fuel blending and neutralization.

Permits

- U.S. EPA ID No. CADO44429835
- EPA Part B Permit No. CADO44429835
- CUPA Permit Consolidated Permit for Site No. 19051-022860-2

Facility Description & General Information

Start-up Date: 1967

Facility Size: 2.4 acres

Services Provided:

- Fuels Blending (liquids, solids and semi-solids)
- Neutralization
- Solidification
- Container, Storage, Consolidation & Transfer

Typical Customers: electronic equipment; chemical, plastics, and machinery manufacturers; medical facilities; laboratories; utilities; petroleum distribution; and government facilities.

Typical Waste Streams: contaminated process wastewaters; inorganic cleaning solutions; oils; spent flammable solvents; organic and inorganic laboratory chemicals; paint residues; debris from toxic or reactive chemical cleanups; non-RCRA wastes; consumer commodities.

Treatment, Storage and Disposal Capabilities

- Total RCRA Containerized Storage Capacity: 100,000 gallons (1,818 55-gallon drum equivalents)
- Tank Storage Capacity: includes 13 permitted tanks with a total storage capacity of 150,000 gallons



Clean Harbors Wilmington, LLC • 1737 East Denni Street • Wilmington, CA 90744 • 310.835.9998 • www.cleanharbors.com

4.3.1 Clean Harbors Staffing Plans

Clean Harbors' Field Service Center will provide a team of experienced professionals to manage the City's service needs. A dedicated team of professionals consisting of a Field Services Branch Manager, and a Field Services Specialist and Field Technicians will provide the coordinated program management and sanitation services the City requires. Together, the team will ensure efficient planning, quality service, cost control, and risk containment. Clean Harbors will be responsible for controlling the quality of work, the work schedule and budget; and for assuring that the specified quality, schedule and budget is achieved.

Clean Harbors team in San Diego, CA will provide the requested services to the City of San Diego. We intend to staff each sanitation project with 6 person crews as we do presently.

Clean Harbors Field Services Specialist, Julian Bruno, will have overall project responsibility and will be the primary operational contact for the City. He will oversee planning, provide technical advice, and will act as liaison between the City and Clean Harbors. Our Field Services Specialist will be responsible for appropriating equipment and arranging for services, leading & supervising field operations, oversight of the Field Technicians who will perform the waste handling & sanitation services and ensuring that regulatory and Health & Safety requirements are adhered at all times. Mr. Bruno will be our primary operations contact for coordination and notification under this contract.

Julian Bruno, Clean Harbors Field Services Specialist

Phone: 310.363.3888

Email: Bruno.Julian@cleanharbors.com

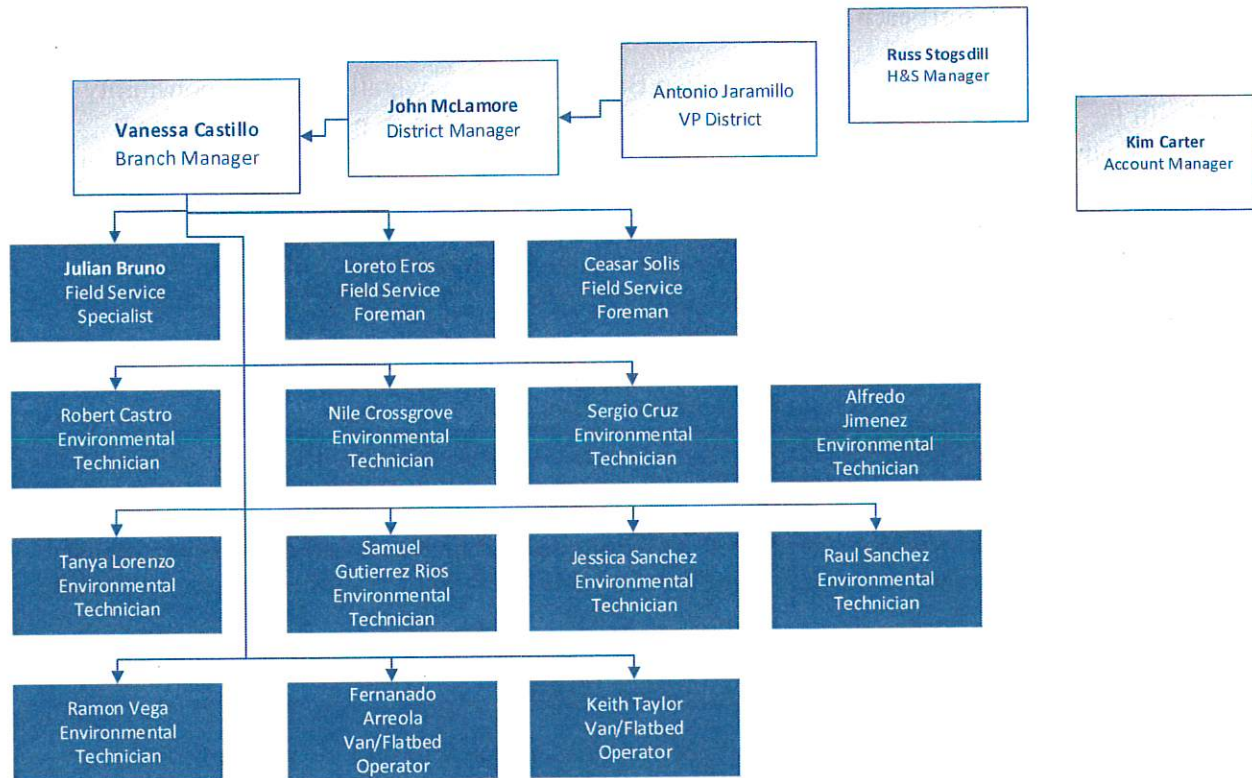
Clean Harbors Branch Manager, Vanessa Castillo, is accountable for all projects performed out of the local branch and will provide management oversight for all the services we provide to the City.

Addition support staff to our San Diego branch include:

- ★ Russ Stogsdill, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development.
- ★ Kim Carter, the City's Account Manager, will routinely meet with you to discuss performance and ensure customer satisfaction. Your Account Manager will be your primary point of contact for contract and account management needs.
- ★ Mr. John "JB" McLamore manages and provides direction to the Field Services branches located in the San Diego and Arizona region. Mr. McLamore is intimately involved in scoping and pricing all large and/or ongoing field services and remediation projects. He also takes the lead in ensuring that each of the business units within his region has sufficient capital equipment resources available as it relates to the work generated.

An organization chart for our San Diego Field Services branch and local support staff who will provide the services to the City of San Diego is provided on the following page.

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Resumes for our key personnel for the City contract are provided on the following pages.

a.	Name, Title & Local Company Address:			
	Vanessa Castillo Field Services Branch Manager Clean Harbors Environmental Services 6465 Marindustry Dr. San Diego, CA 92121			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Years Experience – With This Firm:	14	With Other Firms:	1
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	<ul style="list-style-type: none"> ▪ High School Diploma- Huntington Park High School- Huntington Park, CA ▪ Various on the Job Training ▪ CPR First Aid 			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> ▪ Mrs. Castillo is an experienced environmental manager with 13 years' experience in the environmental industry. During the past 13 years, she has been involved in numerous projects involving toxic and hazardous materials that have required many different methods of sampling, analysis, classification, transport and disposal. ▪ As the Field Service Branch Manager, Mrs. Castillo is responsible for all the Sales and Operational aspects for Field Services within the San Diego County region. These include: developing and maintain business with existing and potential customers' needs; preparing written proposals and quotations; regulatory compliance; managing ongoing contracts, etc. ▪ Previously as a Field Service Coordinator for Clean Harbors' service center in Compton, California, Vanessa Castillo's responsibilities included preparing and monitoring emergency response procedures to be activated in the event of accidental exposure. She provided leadership to crews dispatching personnel to job assignments and making sure equipment and paperwork was readily available for job being scheduled. Also, being responsible for inspection, request of service and repair of equipment and material at her branch and ensured proper return of equipment daily. Vanessa as well actively managed drivers on their drivers logs, hours of service and transportation compliance. ▪ Mrs. Castillo started with Clean Harbors in August 2007 and has since risen through the ranks. Starting as a Field Service Technician, then later transitioning to a Lead Field Technician with our Field Service Compton, California branch. She then transferred for a promotional opportunity becoming a Facility Foreman for our Lab pack group at our Clean Harbors Wilmington, California Plant. Shortly after she went on to become a Field Service Coordinator at our Field Service Compton, California branch receiving another promotion. Proving her worth with Clean Harbors she then finally became our Field Service Branch Manager at our Clean Harbors San Diego, California location. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> ▪ 40-Hour OSHA HAZWOPER ▪ 8-Hour OSHA HAZWOPER Annual Refresher ▪ 24-Hour Annual RCRA Training 			

- | | |
|--|---|
| | <ul style="list-style-type: none">▪ DOT Regulations Training Hazardous Materials Employees▪ Confined Space Entry & Rescue Training▪ Emergency Response Training▪ Blood-borne Pathogens Training▪ Medical Surveillance Program Quantitative Fit Test |
|--|---|

a. Name, Title & Local Company Address:				
Julian Bruno Field Services Specialist Clean Harbors Environmental Services, Inc. 6465 Marindustry Dr. San Diego, CA 92121				
b. Corporate Address:				
Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
c. Years Experience – With This Firm:	4	With Other Firms:	6	
d. Education: Degree(s) / Specialization & Licenses / Registrations				
<ul style="list-style-type: none"> ▪ High School Diploma- National University-CCC Extension- Vista, CA ▪ Class B Commercial Drivers License with Hazardous Materials Endorsement ▪ CPR First Aid 				
e. Other Experience and Qualifications:				
<ul style="list-style-type: none"> ▪ As a Field Services Specialist, Mr. Bruno supports and enhances customer service and satisfaction in conjunction with the Account Manager for field service operations. He is responsible for business development, maintenance of customer relationships, and scoping projects / jobs. On occasion he may even be directed to manage large-scale field services and emergency response projects. Mr. Bruno ensures proper communication to the Foreman / Supervisor so that all contractual obligations are met; and that project progression status and change orders are completed and executed prior to any additional work being performed. ▪ Julian previously held the position of a Field Service Foreman, where he provided on-site crew direction for industrial cleaning, emergency spill response, environmental remediation, and site decontamination. He utilized his working knowledge of OSHA regulations and related plant and site safety protocols while directing project operations. He is experienced in site decontamination and demolition projects making him a well-qualified supervisor. Using his experience, he directed OSHA trained crews with the use of various equipment such as vacuum trucks, pumps, pressure washers, compressors, generators and various meters. ▪ Other skills include emergency response on chemical spills and abandoned waste projects, decontamination waste cleanups, lab packs, remedial projects, and routine waste management transportation and disposal. ▪ Julian Bruno began his career with Clean Harbors in August 2018 as a Driver and Field Service Technician for emergency response projects. Prior to that, he had held the same positions for over 6 years with Pac Trans. 				
f. Environmental & Health and Safety Training:				
<ul style="list-style-type: none"> ▪ 40-Hour OSHA HAZWOPER ▪ 8-Hour OSHA HAZWOPER Annual Refresher ▪ 24-Hour Annual RCRA Training ▪ DOT Regulations Training for Hazardous Materials Employees 				

	<ul style="list-style-type: none">▪ Confined Space Entry & Rescue Training▪ Emergency Response Training▪ Blood-borne Pathogens Training▪ Medical Surveillance Program Quantitative Fit Test
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a.	Name, Title & Local Company Address:			
	John "JB" McLamore District Operations Manager Clean Harbors Environmental Services 4004 W Earhart Way Chandler, Arizona 85226			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Years Experience – With This Firm:	16	With Other Firms:	14
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	A.S., Chemistry – Front Range Community College Crime and Trauma Scene Decontamination Specialist Certification IICRC Water Damage Restoration Certification Certified SCUBA Diver – Open Water and Advanced Rescue			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> • As the District Operations Manager Mr. McLamore manages and provides direction to Field Service General Managers in areas such as business growth, operational policies, health and safety procedures, personnel training, administrative management, payroll management, profitability management and resource utilization. • Before promoting to his current position, JB McLamore had been a Field Services General Manager for the Chandler, Arizona Service Center. His responsibilities included: organizing, planning, coordinating, directing and controlling profit and loss margin; purchasing supplies and equipment for the Service Center; managing logistics; and ensuring projects met cost and customer expectations. He also implemented health and safety meetings, and ensured health and safety rules / regulations were followed. • Prior to working for Clean Harbors, Mr. McLamore served eight years as Western Division Project Manager for SciTech Services, Inc. where he managed various projects associated with the environmental remediation and chemical demilitarization of the Rocky Mountain Arsenal in Denver, Colorado. Mr. McLamore performed all project manager duties including: coordinating multiple teams on multiple tasks, creating project plans, coordinating all activities with the primary contractors and sub-contractors, and maintaining all project files and documentation. Mr. McLamore performed all Health and Safety manager and QA/QC manager duties to insure that all activities were performed in accordance with the federal, state, and city agency laws and regulations. In addition he conducted site inspections, risk assessments, and health and safety evaluations before, during, and after performing contractual activities; prepared, reviewed, and submitted all QA/QC and health and safety reports for each project; performed QA/QC and health and safety inspections on all equipment, instrumentation, and personnel; and trained and supervised all personnel associated with the various projects. • While serving his country in the US Army, Mr. McLamore was an integral member of the 520th Theater Army Medical Laboratory Chemical Response Team. This unit was used to support various missions such as laboratory detection and identification of potential biological and chemical warfare threat agents, endemic diseases, and operational medical surveillance and assessment of troop health hazards. He worked in the Biochemistry and Environmental 			

	<p>sections performing analytical laboratory testing on air, water, soil, and biological samples to detect and identify chemical warfare agents and other environmental hazards. Mr. McLamore also operated and maintained complex analytical instrumentation including GC/MS, Dynatherm, Digital Gas Chromatograph, Erythrocyte Cholinesterase Test-Mate kits, and Automatic Speedvap Centrifuge systems; performed QC/QA checks on instrumentation and personnel; analyzed data, recorded results in an official notebook, and created official reports; created standard operating procedures for the instrumentation, as well as sample collection, processing, and handling; and trained personnel in sample collection and analysis procedures, data documentation, and Personal Protective Equipment.</p> <ul style="list-style-type: none"> • While serving in the US Army, Mr. McLamore was a member of the Drug Assessment Division, at the Medical Research Institute of Chemical Defense, performing research that was aimed at the solution of biological and chemical problems inherent in prophylaxis and therapy of Chemical Warfare Agent poisoning. He operated and maintained complex analytical instrumentation including a Gas Chromatograph and Mass Spectrometer, MINICAMS, Reflectance Colorimeter, and a High Frequency Ultrasound Imaging system; performed <i>in vivo</i> and <i>in vitro</i> efficacy screening of candidate Chemical Warfare antidotes challenged with neat Chemical Surety Material by various routes of exposure; and recorded observations and data in official laboratory notebooks. • Mr. McLamore was a Medical Laboratory Technician while stationed with the US Army in South Korea. He was responsible for the deglycerolization and distribution of frozen blood in emergency and wartime situations at the 16th MedLog Frozen Blood Depot; coordinating and receiving shipments of frozen blood from the United States to South Korea. Mr. McLamore maintained the quality assurance and accountability of all frozen blood units and freezers within the depot; and operated and maintained the clinical instrumentation used to process and maintain the quality of the frozen blood products. He was the primary instructor of the US Army and Air Force Frozen Blood Training and Evaluation Program in South Korea; and a lead supervisor on the 16th Med Log chemical/biological DECON team. • While stationed the United States, Mr. McLamore was a Medical Laboratory Technician responsible for performing all infections disease testing in the serology department at the Tri-Service Blood Donor Center. He also participated in all other aspects of the Donor Center including: screening donors, drawing blood units, processing blood products, typing and labeling of blood products, and shipping the blood products to various hospitals. Mr. McLamore performed clinical testing in all departments of the laboratory at the Silas B. Hayes hospital when he worked as the sole technician on duty during evening, night, and stat lab shifts. He performed phlebotomy procedures and participated in autopsies and wards rounds; and operated and maintained complex clinical instrumentation.
f.	<p>Environmental & Health and Safety Training:</p>
	<p>40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher 40-Hour MSHA Training 10-Hour OSHA Construction Training 8-Hour OSHA Supervisor Training 24-Hour RCRA Training DOT Training for Hazardous Materials Employees Respirator Fit Test Blood-borne Pathogens Training First Aid / CPR</p>

a.	Name, Title & Local Company Address:			
	Russ Stogsdill Regional Health & Safety Manager Clean Harbors Environmental Services, Inc. 3495 Kurtz Street San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Years Experience – With This Firm:	11	With Other Firms:	21
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	<ul style="list-style-type: none"> • AAS Occupational Health & Safety, Columbia Southern University • Certification Industrial Hygiene Management (CIHM) 			
e.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As the Regional Health & Safety Manager, Mr. Stogsdill is responsible for the health and safety of all Technical Service employees in the South Western Region; communicating with our field employees regarding onsite health and safety issues; auditing of our internal facilities; and accountable for all health and safety statistics, tracking and reporting. Mr. Stogsdill maintains a working relationship with local, city, state, and county agencies, and local medical clinics to effectively communicate elements of Clean Harbors' safety training and compliance programs. Duties include conducting on-site health and safety audits and inspections, review and develop work and site plans and managing employee safety training programs. Oversee and manage health & safety representative(s), audit performance and compliance with policies, programs, and procedures. Also participate in corporate health and safety program development and implementation and conduct training of employees. ▪ Russ Stogsdill held EH&S Specialist/Technician positions for twenty one years on the generator side of the industry prior to joining Clean Harbors in 2011. Russ managed all aspects of Hazardous Waste for large quantity generator status facility. Assisted with environmental health & safety ISO 1400 facility. He planned and implemented educational meetings to instruct employees in matters pertaining to occupational safety and health, injury prevention and environmental compliance. Mr. Stogsdill conducted incident investigations and developed corrective action plans using 6 Sigma tools including Root Cause Analysis. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 8-Hour OSHA HAZWOPER Annual Refresher & OSHA Hazardous Waste Supervisor • 24-Hour RCRA 			

- | |
|--|
| <ul style="list-style-type: none">• DOT HM151/215• Respiratory Program Administrator• Workplace Safety Inspections• CPR/First Aid• Hazardous Waste Operations and Emergency Response Technician• Confined Space Entrant Attendant & Supervisor• OSHA Recordkeeping |
|--|

a.	Name, Title & Local Company Address:			
	Kim Carter Technical Services Account Manager Clean Harbors Environmental Services, Inc. 6465 Marindustry Drive San Diego, California 92121			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Years Experience – With This Firm:	20	With Other Firms:	17
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	<ul style="list-style-type: none"> ▪ B.A. Psychology, Bethel College, St. Paul, Minnesota ▪ The Counselor Salesperson (CSP) Training ▪ Negotiating to Yes Training ▪ Professional Selling Skills Training 			
e.	Other Experience and Qualifications:			
	<p>Twenty-nine years of experience in the hazardous waste industry that includes on-site management of generators' waste, field chemist, lab packing, profiling, manifesting, emergency response services, and sales to major hazardous waste generators. Over twenty-five years of this experience has been in the Sales of Hazardous Waste Management Services.</p> <p>Ms. Carter began her career in the Environmental Industry in October of 1993 as a Customer Service Representative at Greenfield Environmental Services.</p>			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> ▪ 40-hour HAZWOPER ▪ Federal DOT Hazardous Materials Transportation Safety & Compliance ▪ 8-hour first aid/CPR ▪ Waste Profiling Training ▪ Waste Sampling Training ▪ LDR and Manifest Training 			

4.4 Clean Harbors Relative Experience

Clean Harbors has extensive experience working with local governments throughout the U.S. to provide a wide variety of environmental waste management services. We provide millions of dollars of environmental services every year to thousands of governmental clients throughout the United States.

Several West Coast cities and counties have seen large increases in the number of homeless, and many of these city and county governments have declared states of emergency related to public safety and health hazard risks stemming from the homeless encampments. The encampments are commonly filled with garbage, human feces and urine, hypodermic needles and other insanitary conditions. Clean Harbors has knowledge, training and experience necessary to provide the essential sanitation services needed to reduce and minimize these risks.

Clean Harbors offers full services encampment cleanup services, from sanitation to waste abatement and we have the proper training, resources and experience to provide these services. We are prepared to provide the requested services to the City of San Diego.

4.4.1 Clean Harbors Customer References

We have provided customer references for some of our southern California clients who utilize Clean Harbors' Homeless Encampment Abatement services.

Customer Name: City of Los Angeles, Watershed Protection Div.
Address: 2714 Media Center Drive, Los Angeles, CA 90065
Customer Contact Name: Howard Wong
Title: Environmental Inspector
Telephone Number: (213) 725-6313
Email Address: howard.wong@lacity.org
Period of Performance: From: 2012 To: Present
Contract Value: 53 Million (value of master contract for numerous Clean Harbors services)

The above contract includes numerous Clean Harbors services to the City.

Beginning in 2012, Clean Harbors began providing homeless encampment cleanup services on a biweekly schedule. We provide decontamination, sanitation and hazardous waste transportation and disposal services to the City. Our crews work in conjunction with the City's sanitation crews to perform the cleanup services. The City's staff handles the trash collection, transportation and disposal. The City also provides site security, personal property cataloging and storage, and manages any contraband which is discovered at the site.

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Customer Name: County of San Diego
Address: 11970 Singer Lane
Customer Contact Name: Chris Robinson
Title: Supervisor
Telephone Number: (619) 660-5808
Email Address: Christopher.Robinson@sdcountry.ca.gov
Period of Performance: From: Nov 2017 To: present
Contract Value: Estimated annual contract value \$1 Million.

Clean Harbors provides complete homeless encampment abatement services at various sites throughout the county. Services include disinfection per County protocols, confined space entry, trash and hazardous waste clean-up, transportation and disposal. Clean Harbors has been providing homeless encampment disinfection and cleanup services since 2017 to help with the Hepatitis A epidemic.

Customer Name: Southern California Edison
Address: PO Box 7002244 Walnut Grove Avenue Rosemead, CA 91770
Customer Contact Name: Daniel Thomason
Title: Safety Environmental Specialist
Telephone Number: (714) 614-1452
Email Address: daniel.thomason@sce.com
Period of Performance: From: 2017 To: Present
Contract Value: Estimated annual contract value \$225,000

Clean Harbors provides homeless encampment abatement services to SCE along with multiple other hazardous waste management services. The abatement services include disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal. Clean Harbors has been providing homeless encampment disinfection and cleanup services to SCE 2017.

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5 Tab B Attachment 1 - JHA Example



JOB HAZARD ANALYSIS

Document Control ID: HS.00023.FM-10HS	
Revision Date: 01-Sep-2011	Revision #: 8
Owner: Health & Safety	

SECTION 1: JOB/TASK/PROCESS (Document General Information Below)

FACILITY/CLIENT LOCATION:	CH BRANCH CODE: 49SDF	FACILITY PROCESS AREA/CLIENT PROJECT:	PROJECT DATE: TBD	JOB CODE /PERMIT #:
SCOPE OF WORK: High Pressure Water Jetting Operations in areas with homeless occupancy. Pressure wash the area using a bleach solution on the pressure washer tank.				DURATION OF PROJECT/TASK: Varies
JOB HAZARD ANALYSIS LED BY (Print Name): Jerry Trefethen		TITLE: Regional H&S Manager	ORIGINAL ANALYSIS DATE: 5/15/2015	REVISION DATE: 5/12/2021
JOB HAZARD ANALYSIS REVIEWED BY (Print Name):		TITLE:	APPROVED BY: J. Russ Stogsdill	TITLE: H&S Mgr.

SECTION 2: Chemical/Physical/ Biological Hazards (Describe Job Hazard Agents Identified)

Chemical Agents (HAZCOM/ WHMIS SDS Review)	Physical Agents	Biological Agents
Water Scale, bleach	Slips, Trips, & Fall Hazards, Lacerations, Pinch Points, Exposure, Noise, Heat illness/ Stress, Soft tissue injuries High Pressure Water Jet Stream, Needle sticks; sharp objects; Uneven Surfaces	Hepatitis A; Blood borne pathogens

SECTION 3: PPE HAZARD ASSESSMENT SUMMARY

Head	<input checked="" type="checkbox"/> Hard Hat <input type="checkbox"/> Side Impact Hard Hat <input type="checkbox"/> DOT Approved Helmet <input type="checkbox"/> Lock-On-Life Support Helmet <input type="checkbox"/> Other:				
Eyes/Face/Neck	<input checked="" type="checkbox"/> Safety Glasses with Side Shields <input type="checkbox"/> Balaclava (F.R.)	<input checked="" type="checkbox"/> Goggles - Chemical <input type="checkbox"/> Other: _____	<input type="checkbox"/> Goggles - Dust	<input checked="" type="checkbox"/> Face Shield	<input type="checkbox"/> Welding Helmet
Respiratory	<input type="checkbox"/> Dust Mask <input type="checkbox"/> Half Face Respirator/Cartridge Type: _____ <input type="checkbox"/> Full Face AP Respirator/Cartridge Type: _____ <input type="checkbox"/> PAPR/ Cartridge Type: _____ <input type="checkbox"/> SABA <input type="checkbox"/> SCBA <input type="checkbox"/> Lock-On-Life Support Helmet <input type="checkbox"/> Other: _____				
Ears/Hearing	<input checked="" type="checkbox"/> Ear Plug <input type="checkbox"/> Ear Muff <input type="checkbox"/> Double (Combination Ear Plugs & Ear Muffs) <input type="checkbox"/> Other:				
Hands/Arms	<input type="checkbox"/> Cotton Gloves <input type="checkbox"/> Leather Gloves <input checked="" type="checkbox"/> Puncture/Abrasion Resistant <input checked="" type="checkbox"/> PVC <input checked="" type="checkbox"/> Nitrile <input type="checkbox"/> Anti-vibration <input type="checkbox"/> Impact Protection <input type="checkbox"/> Thermal <input type="checkbox"/> Sleeves <input type="checkbox"/> Wristlets/Type: _____ <input type="checkbox"/> Other: _____				
Body	<input checked="" type="checkbox"/> Fire Retardant Coveralls/Uniform <input type="checkbox"/> Chemical Protective Clothing/Type: _____ <input checked="" type="checkbox"/> Tyvek/Type: QC/SL <input type="checkbox"/> Apron <input type="checkbox"/> Sleeves <input type="checkbox"/> Life Jacket/Vest <input checked="" type="checkbox"/> High Visibility Vest <input type="checkbox"/> Heat Reflective Suit <input type="checkbox"/> Foul Weather Gear <input type="checkbox"/> Cool Vest <input type="checkbox"/> Kevlar Cut Resistant Suits <input checked="" type="checkbox"/> Other: Rain Gear				



JOB HAZARD ANALYSIS

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SECTION 3: PPE HAZARD ASSESSMENT SUMMARY

Feet	<input checked="" type="checkbox"/> Safety Boots - Leather or Rubber <input checked="" type="checkbox"/> Metatarsals (Feet & Shin) <input type="checkbox"/> Ice Cleats (Slip-Over) <input type="checkbox"/> Booties/ Type: _____
	<input type="checkbox"/> Other: _____

SECTION 4: HAZARD ANALYSIS PROCESS *(Document Hazard Analysis and Controls Based on each Job Step/ Task Sequence)*

1. Loose fitting clothing; hooded garments (hoodies) w/ drawstrings; jewelry and or long hair	Caught in rotating equipment, moving or energized parts of machinery, equipment or tools	<input checked="" type="checkbox"/> Must not wear loose fitting clothing, hooded garments (hoodies), jewelry; long hair <input type="checkbox"/> Not a hazard to the job task	<input checked="" type="checkbox"/> Long-sleeved clothing or jackets with cuffs, long pants or coveralls; Hair must be tied back; jewelry removed <input type="checkbox"/> N/A
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Sequence Of Job Steps/Tasks (Number)	Hazards/Potential Hazards & Effects (What could go wrong?)	Recommended Hazard Control Or Safe Job Procedures (How can harm be prevented?)	Required PPE (List PPE required for each Job Step)
1	Area set-up a. Slips, Trips & Fall Hazards. b. Sprains & Strains. c. Pinch Points. d. Struck by (equipment). e. Heat Stress.	a. Exam the area to identify obstructions, spills, or uneven work surfaces. b. Use proper lifting techniques. c. Keep hands out of the line of fire by ensuring both hands are used when connecting hoses, moving containers, etc. d. Use spotter when backing motor vehicles. e. Ensure employees stay well hydrated and take breaks as needed.	Work Uniform, Safety glasses w/side shields, Safety toe work boots, ANSI rated 3 or better work gloves, High Visibility Traffic Vest, Hard hat.
2	Use Hudson sprayer with bleach solution and spray fecal matter. a. Biological agents b. Disgruntled people or animals c. Heat stress	a) Wear required PPE. Do not eat or drink in the contaminated area. Wash hands thoroughly before eating or drinking. Inspect PPE for tears periodically and change out as soon as necessary b) Do not engage in confrontations with people. Report any issues to the City of San Diego contact c) Follow the CHES Heat Illness standard. Take breaks as necessary and drink plenty of water. Minimum of 1 bottle per hour	Uniform -Microchem 2300 or Tyvek - Full face respirator w/GME-P100 - Steel toe boots - Nitrile inner/PVC outer gloves - Chicken booties or rubber boots Hi-Vis



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Owner:
Health & Safety

Sequence Of Job Steps/Tasks (Number)	Hazards/Potential Hazards & Effects (What could go wrong?)	Recommended Hazard Control Or Safe Job Procedures (How can harm be prevented?)	Required PPE (List PPE required for each Job Step)	
	d. Struck by moving vehicles	d) Cross streets at cross walks; Set up cones around equipment to keep traffic out of area	Clothing/Vests	
3	If necessary collect fecal matter using hand tools and place in lined container Seal and label all containers Segregate waste appropriately	a) Sprain, Strains, Slips / Falls b) Punctures and cuts c) Biohazard waste d) Heat Stress e) Struck by moving vehicles	a) Use proper ergonomics and team lift items >45lbs; Identify/remove tripping hazards in work area b) Identify pinch points and sharp objects while moving the drums; Use remote handling tools when picking up loose trash. c) Use assigned PPE at all times; Use mechanical trash grabbers to sort through the trash and shovels to collect the feces; Wash hands thoroughly before eating or drinking; Do not eat in the contaminated area. d) Follow the CHES Heat Illness policy. Drink plenty of water and rest as needed. Minimum of 1 bottle of water intake per hour; monitor coworkers for signs of heat illness. e) Cross streets at cross walks; Set up cones around equipment to keep traffic out of area	Uniform -Microchem 2300 - Safety Glasses - Steel toe boots - Chicken booties - Nitrile inner/Cut-puncture resistant outer gloves
3	10K Water Jetting Operations	a. Slips, Trips & Fall Hazards. b. Sprains & Strains. c. Pinch Points.	a) Exam the area to identify obstructions, spills, or uneven work surfaces. b) Use proper lifting techniques. c) Keep hands out of the line of fire by ensuring both hands are used when connecting hoses, moving containers, etc.	Work Uniform, Kevlar body suite, Safety glasses w/side shields, Face shield, 4mil Nitrile inner,



JOB HAZARD ANALYSIS

Document Control ID: HS.00023.FM-10HS	
Revision Date: 01-Sep-2011	Revision #: 8
Owner: Health & Safety	

Sequence Of Job Steps/Tasks (Number)	Hazards/Potential Hazards & Effects (What could go wrong?)	Recommended Hazard Control Or Safe Job Procedures (How can harm be prevented?)	Required PPE (List PPE required for each Job Step)
	<p>d. Contact w/High Pressure Water Stream.</p> <p>e. Noise <85dBs.</p> <p>f. Heat Stress.</p>	<p>d) Lance extension no shorter than 4 feet, or 48" (entire gun length—from nozzle assembly to shoulder stock—must be 6" greater than distance from floor to operator's shoulder). NOTE: If lance is less than 4 feet, obtain variance; Use of armor-based PPE to protect against contact with high-pressure water must be worn at all times during shot gunning; No target holding; Keep all persons and extremities away from nozzle end of shotgun, and avoid crossing body / extremities when moving shotgun; designate "no Man's Land" to keep unauthorized personnel out of the "line-of-fire"; Never use a trigger assist or other means to hold down trigger mechanism; Keep both hands on gun at all times - remove only during repositioning of hose and with trigger released (dump valve open).</p> <p>e) Use approved hearing protection.</p> <p>f) Ensure employees stay well hydrated and take breaks as needed.</p>	<p>10/12mil PVC outer gloves, Safety toe work boots w/metatarsal & shin guards, Appropriate level of hearing protection, High Visibility vest, Hard hat.</p>
4	<p>a. Slips, Trips & Fall Hazards.</p> <p>b. Sprains & Strains.</p> <p>c. Pinch Points.</p> <p>d. Contact w/High Pressure Water Stream.</p>	<p>a) Exam the area to identify obstructions, spills, or uneven work surfaces.</p> <p>b) Use proper lifting techniques.</p> <p>c) Keep hands out of the line of fire by ensuring both hands are used when connecting hoses, moving containers, etc.</p> <p>d) Lance extension no shorter than 4 feet, or 48" (entire gun length—from nozzle assembly to shoulder stock—must be 6" greater than distance from floor to operator's shoulder). NOTE: If lance is</p>	<p>Work Uniform, Kevlar body suite, Safety glasses w/side shields, Face shield, 4mil Nitrile inner, 10/12mil PVC outer gloves, Safety toe work boots w/metatarsal &</p>



JOB HAZARD ANALYSIS

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Sequence Of Job Steps/Tasks (Number)	Hazards/Potential Hazards & Effects (What could go wrong?)	Recommended Hazard Control Or Safe Job Procedures (How can harm be prevented?)	Required PPE (List PPE required for each Job Step)
	<ul style="list-style-type: none"> e. Noise <85dBs. f. Heat Stress. 	<p>less than 4 feet, obtain variance; Use of armor-based PPE to protect against contact with high-pressure water must be worn at all times during shot gunning; No target holding; Keep all persons and extremities away from nozzle end of shotgun, and avoid crossing body / extremities when moving shotgun; designate "no Man's Land" to keep unauthorized personnel out of the "line-of-fire"; Never use a trigger assist or other means to hold down trigger mechanism; Keep both hands on gun at all times - remove only during repositioning of hose and with trigger released (dump valve open).</p> <ul style="list-style-type: none"> e) Use approved hearing protection. f) Ensure employees stay well hydrated and take breaks as needed. 	<p>shin guards, Appropriate level of hearing protection, High Visibility vest, Hard hat.</p>
5	<ul style="list-style-type: none"> a. Slips, Trips & Fall Hazards. b. Sprains & Strains. c. Pinch Points. d. Struck by (equipment). e. Heat Stress. 	<ul style="list-style-type: none"> a) Exam the area to identify obstructions, spills, or uneven work surfaces. b) Use proper lifting techniques. c) Keep hands out of the line of fire by ensuring both hands are used when connecting hoses, moving containers, etc. d) Use spotter when backing motor vehicles. e) Ensure employees stay well hydrated and take breaks as needed. 	<p>Work Uniform, Safety glasses w/side shields, Safety toe work boots, ANSI rated 3 or better work gloves, High Visibility Traffic Vest, Hard hat.</p>
6	<ul style="list-style-type: none"> a. 	<ul style="list-style-type: none"> a) 	



JOB HAZARD ANALYSIS

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SECTION 5: Atmospheric Monitoring Required: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>[For assistance determining exposure action levels please refer to Clean Harbors' Respiratory Protection Standard - Appendix 9]</i>					
List Substance(s) or Material(s) of Concern Below:	Monitoring Instrument	Substance / Material Exposure Action Levels			
		Level A	Level B	Level C	Level D

SECTION 6: Training (Document the required Job Task Training)
 40-Hour HAZWOPER Certification w/current 8-Hour Refresher, High Pressure Water Jetting (HPWJ) Standard – HS.00031.T2S-10HS, Hearing Protection Standard – HS00075.T2S-10HS, Heat Stress Standard – HS.00029.T2S-10HS, Personal Protective Equipment (PPE) Standard – HS.00072.T2S-10HS, First Aid/CPR Training.

SECTION 7: Emergency Procedures (Document the Emergency Response Procedures - i.e. First Aid, Emergency Call #'s, etc.)
 Follow Clean Harbors Guidelines unless site-specific requirements are outlined in OSEC forms and/or site-specific work plans.

- SECTION 8: Decontamination Procedures (Document the Decontamination Procedures -i.e. People and Equipment)**
1. Deposit all contaminated equipment or poly sheeting or into a designated waste collection container.
 2. Remove as much dust/debris as possible from PPE w/HEPA vacuum (if available).
 3. Remove Chem-Tape from around outer gloves & deposit in appropriate waste collection container(s).
 4. Remove outer gloves & deposit in appropriate waste collection container(s).
 5. Remove chemical resistant suit and boot covers & deposit in appropriate waste collection container(s).
 6. Remove respirator and place in soap/water solution for cleaning & disinfecting.
 7. Remove inner gloves and place in appropriate waste collection container(s).
 8. Wash hands & face thoroughly.



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SECTION 9: Additional Job Specific Considerations: Yes No

Review of all site-specific H&S plans with all employees involved with this task at the pre-job meeting.
Ensure all hoses & hose connections are inspected & documented prior to use.

SECTION 10: Job Hazard Analysis Verification (Crew Supervisor Review and Sign Off)

The Job Hazard Analysis Team has assessed the worksite conditions and confirms:

- The job and site specific conditions have been reviewed to ensure additional hazards have been addressed as warranted.
- The JHA addresses the significant Task Steps and applicable hazards and necessary controls.
- The Team has the appropriate resources (people and equipment) to do the job safely.
- Others that could be affected by the work have been informed.
- Energy isolation (if applicable) has been VERIFIED AND DEMONSTRATED.
- This document facilitates compliance of the PPE assessment and hazard analysis pursuant to company, legislative and client requirements.

SUPERVISOR / PM/ GM (Please Print):

POSITION:

SIGNATURE:

DATE:



JOB HAZARD ANALYSIS

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HS.00023.FM-10HS

Revision Date: **01-Sep-2011** Revision #: **8**

Owner:
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SECTION 11: Job Hazard Analysis Review (Work Team Reviews and Sign-Off)

NAME (Print)	Signature	NAME (Print)	Signature	NAME (Print)	Signature

Appendix A: Table of Hazards and Controls [This can be used as a tool to trigger situational awareness pertaining to potential Job Hazards]

This Table of Hazards and Controls can assist the JHA work group to manage hazards for the proposed work. The table does not include all possible hazards and only acts as a guideline. Its intent is to aid in the JHA thought process to determine Job Task Hazards that may be present and identify implementation controls for consideration.

<input checked="" type="checkbox"/> Pressurized Equipment <input type="checkbox"/> Perform isolation – LO/TO, blinding, or defeat <input type="checkbox"/> Depressurize, drain, purge, and vent <input type="checkbox"/> Relieve trapped pressure <input type="checkbox"/> Avoid auto-refrigeration when depressurizing <input checked="" type="checkbox"/> Anticipate residual pressure or fluids	<input checked="" type="checkbox"/> Poor Lighting or visibility <input checked="" type="checkbox"/> Provide alternate lighting <input type="checkbox"/> Wait or defer until visibility improves <input type="checkbox"/> No work over water that could require rescue	<input checked="" type="checkbox"/> Personnel <input checked="" type="checkbox"/> Provide induction or training for new workers <input checked="" type="checkbox"/> Mentor, coach, or supervise <input checked="" type="checkbox"/> Verify competencies, skills, and experience <input checked="" type="checkbox"/> Address applicable limitations (fatigue, exhaustion, and restricted duty) <input type="checkbox"/> Manage multiple languages	<input type="checkbox"/> Confined Space <input type="checkbox"/> Discuss confined space entry safe work practice <input type="checkbox"/> Monitor access or entry <input type="checkbox"/> Protect surfaces from inadvertent contact <input type="checkbox"/> Do not locate mobile engines near confined space <input type="checkbox"/> Provide observer <input type="checkbox"/> Develop rescue plan	<input type="checkbox"/> Simultaneous Operations (SIMOPS) <input type="checkbox"/> Interface between groups <input type="checkbox"/> Use barriers and signs to segregate activities <input type="checkbox"/> Have permit counter signed by leader of affected groups	<input checked="" type="checkbox"/> Environment <input checked="" type="checkbox"/> Implement controls for slippery surfaces <input checked="" type="checkbox"/> High winds – goggles <input checked="" type="checkbox"/> Heat – hydration, breaks <input checked="" type="checkbox"/> Cold – PPE, heaters <input checked="" type="checkbox"/> Lightning – tool selection, defer work <input checked="" type="checkbox"/> Wildlife encounters	<input type="checkbox"/> Ignition Sources <input type="checkbox"/> Remove, isolate, or contain combustible materials <input type="checkbox"/> Provide fire-fighting equipment <input type="checkbox"/> Construct a fire-safe habitat <input type="checkbox"/> Provide a fire watch during and after hot work <input type="checkbox"/> Conduct continuous gas testing <input type="checkbox"/> Bond or earth for static electricity or cathodic protection <input type="checkbox"/> Intrinsically safe tools, equipment, etc.?
<input type="checkbox"/> Hazardous Substance <input type="checkbox"/> Drain or purge equipment <input type="checkbox"/> Follow SDS controls <input type="checkbox"/> Implement health hazards controls (Lead, Asbestos, H ₂ S, Iron Sulphide, Sulfur Dioxide, NORM) <input type="checkbox"/> Test or analyze material	<input checked="" type="checkbox"/> Potential Spills <input checked="" type="checkbox"/> Drain equipment <input checked="" type="checkbox"/> Provide spill containment equipment <input checked="" type="checkbox"/> Have spill clean-up materials and equipment on hand <input checked="" type="checkbox"/> Restrain and isolate hoses when not in use	<input type="checkbox"/> Equipment Hot or Cold <input type="checkbox"/> Heat or cool equipment before work starts <input type="checkbox"/> Install barriers <input type="checkbox"/> Provide warning signs <input type="checkbox"/> Implement cold temperature and brittle failure controls <input type="checkbox"/> Wear thermal gloves	<input checked="" type="checkbox"/> High Noise <input checked="" type="checkbox"/> Wear correct hearing PPE <input type="checkbox"/> Manage exposure times <input type="checkbox"/> Shutdown equipment <input type="checkbox"/> Use "quiet" tools <input type="checkbox"/> Sound barriers or curtains <input type="checkbox"/> Provide or use suitable communication techniques	<input type="checkbox"/> Falling or Dropped Objects <input type="checkbox"/> Use signs and barriers to restrict entry or access under work at elevation <input type="checkbox"/> Use lifting equipment to raise tools to or from the work platform <input type="checkbox"/> Secure tools (tie-off)	<input type="checkbox"/> Lifting Equipment <input type="checkbox"/> Confirm lifting equipment condition and certification <input type="checkbox"/> Obtain approval for lifts over processing equipment <input type="checkbox"/> Have a documented and approved lift plan	<input type="checkbox"/> Work at Heights <input type="checkbox"/> Discuss working at heights safe work practice <input type="checkbox"/> Verify fall restraint and arrest equipment certification <input type="checkbox"/> Apply abseiling safe work practice
<input type="checkbox"/> Portable Electrical Equipment <input type="checkbox"/> Inspect equipment for condition and test date currency <input type="checkbox"/> Implement continuous gas testing <input type="checkbox"/> Protect electrical leads from impact or damage <input type="checkbox"/> Use GFI's	<input type="checkbox"/> Radiation Hazard <input type="checkbox"/> Use barriers and signs to restrict access <input type="checkbox"/> Notify personnel who may be affected <input type="checkbox"/> Implement NORM controls <input type="checkbox"/> Conduct RAD testing	<input checked="" type="checkbox"/> Moving Objects or Equipment <input type="checkbox"/> Confirm machinery guard integrity <input checked="" type="checkbox"/> Provide protective barriers <input checked="" type="checkbox"/> Observer to monitor proximity of people and equipment <input type="checkbox"/> Shut down or lockout equipment	<input checked="" type="checkbox"/> Manual Handling <input checked="" type="checkbox"/> Assess manual handling task <input checked="" type="checkbox"/> Limit load size <input checked="" type="checkbox"/> Manage posture <input type="checkbox"/> Confirm stability of load and work platform <input checked="" type="checkbox"/> Get assistance or mechanical aid to avoid pinch points	<input checked="" type="checkbox"/> Equipment and Tools <input checked="" type="checkbox"/> Inspect equipment and tools <input checked="" type="checkbox"/> No use of modified tools <input type="checkbox"/> Use protective guards <input checked="" type="checkbox"/> Use correct tools and equipment for task <input type="checkbox"/> Protect or remove sharp edges	<input type="checkbox"/> Vibrating Equipment <input type="checkbox"/> Manage exposure times <input type="checkbox"/> Assess effect of vibration on equipment <input type="checkbox"/> Use low vibration equipment <input type="checkbox"/> Apply noise controls	<input checked="" type="checkbox"/> Slips, Trips, and Falls <input checked="" type="checkbox"/> Identify and shield uneven surface or projections <input checked="" type="checkbox"/> Secure or cover cables, cords, and tubing <input checked="" type="checkbox"/> Clean up liquids <input type="checkbox"/> Barricade or rope-off openings and holes
<input type="checkbox"/> High Energy or High Voltage <input type="checkbox"/> Restrict access to authorized personnel only <input type="checkbox"/> Discharge equipment and make electrically dead <input type="checkbox"/> Observe safe work distances for live cables <input type="checkbox"/> Use flash burn PPE suit <input type="checkbox"/> Use insulated gloves, tools, and mats	<input type="checkbox"/> Excavations <input type="checkbox"/> Have an excavation plan or safe work practice <input type="checkbox"/> Locate underground pipes or cables by hand digging <input type="checkbox"/> De-energize underground services <input type="checkbox"/> Implement confined space entry controls <input type="checkbox"/> Barricade/Flag open excavations	<input checked="" type="checkbox"/> Waste Clean Up and Disposal <input type="checkbox"/> Apply environmental management practices <input checked="" type="checkbox"/> Follow site waste management procedures <input checked="" type="checkbox"/> Clean up equipment and materials at site <input type="checkbox"/> Optimize task to minimize waste production	<input type="checkbox"/> Other Energy Sources <input type="checkbox"/> Spring compression or expansion control <input type="checkbox"/> Implement electromagnetic (radio) controls <input type="checkbox"/> Manage pressure or vacuum <input type="checkbox"/> Manage heat generating processes <input type="checkbox"/> Use seismic activity safe work practice	<input type="checkbox"/> Mobile Equipment <input type="checkbox"/> Assess equipment condition <input type="checkbox"/> Implement controls on users or access <input type="checkbox"/> Limit and monitor proximity to live equipment or cables <input type="checkbox"/> Manage overhead hazards <input type="checkbox"/> Adhere to road and site rules <input type="checkbox"/> 3-point contact when entering/exiting mobile equip. <input type="checkbox"/> Driver security	<input type="checkbox"/> Other Hazards <input type="checkbox"/> Implement abrasive blasting controls (for equipment and practices) <input type="checkbox"/> Establish a driver journey management plan <input type="checkbox"/> Manage potential blocked or plugged equipment <input type="checkbox"/> MOC required for temporary connections or modifications	<input checked="" type="checkbox"/> Emergency Response <input checked="" type="checkbox"/> Keep egress route open <input checked="" type="checkbox"/> Keep shower and eye wash stations accessible <input type="checkbox"/> Have a rescue plan in place <input checked="" type="checkbox"/> Keep emergency alarm, fire equipment, and shutdown locations unobstructed <input checked="" type="checkbox"/> Plan for emergency first aid in place <input type="checkbox"/> Remote Medi-vac plan in place

RFP: 10089960-23-K

Tab C - Cost/Price Proposal

Please find Clean Harbors completed RFP Price Schedule on the following pages.

Pages C-7 to C-21 contain our base field services rates published rate schedule for additional non-emergency services that may be requested by the City.

2 Published Rate Schedule



Regional Rate Sheet

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Region: Southern California

Rate Category Type: Standard Rates

Currency Code: USD

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$61.00
Equipment Operator	HR	\$76.00
Foreman	HR	\$76.00
Chemist	HR	\$78.00
Lead Chemist	HR	\$87.00
Supervisor	HR	\$88.00
Project Manager	HR	\$102.00
Site Safety Officer	HR	\$131.00
TECHNICAL PERSONNEL		
Field Inspector	HR	\$74.00
Mechanic	HR	\$89.00
Welder	HR	\$89.00
Field Engineer/Scientist/Geologist	HR	\$97.00
Senior Engineer/Scientist/Geologist	HR	\$109.00
Professional Engineer/LSP	HR	\$137.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$60.00
Emergency Response Coordinator	HR	\$114.00
General Manager	HR	\$150.00
COVID19 RESPONSE EQUIPMENT*		
Antiviral Backpack Sprayer	DAY	\$263.00
Antiviral Disinfectant Fogger	DAY	\$189.00
Antiviral Disinfectant Solution	GAL	\$49.00
Antiviral Electrostatic Sprayer	DAY	\$263.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
Decon Station	DAY	\$210.00
High Power Antiviral Fogger	DAY	\$683.00
N95 MASK	EA	\$7.90
Wheeled Antiviral Sprayer	DAY	\$525.00
PER DIEM / SUBSISTENCE		
Per Diem / Subsistence	DAY	\$211.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$78.00
Dump Truck, 10 Wheel	HR	\$90.00
High Powered Vacuum Truck/Cusco	HR	\$125.00
Rolloff Straightjob	HR	\$87.00
Rolloff Two Can Trailer	HR	\$94.00
Skid Mounted Vacuum System	HR	\$57.00
Tractor Only, No Trailer	HR	\$68.00
Tractor w/Box Van	HR	\$89.00
Tractor w/Dump Trailer	HR	\$89.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$96.00
Tractor w/Liquid Transporter	HR	\$108.00
Tractor w/Rolloff Trailer	HR	\$94.00
Tractor w/Vacuum Trailer	HR	\$111.00
Vactor with Jet Rodder	HR	\$125.00
Vacuum Truck, Straight	HR	\$87.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$125.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$92.00
Pickup with Dump Body	HR	\$32.00
Pickup/Van/Car/Crew Cab	HR	\$29.00
Small Box Truck / Cube Van	HR	\$40.00
Spill Trailer	DAY	\$310.00
Stake Body/Utility Truck	HR	\$40.00

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Regional Rate Sheet

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Utility / Support Trailer	DAY	\$212.00
PRESSURE WASHING EQUIPMENT		
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00
1000psi Pressure Washer	DAY	\$109.00
2-D Rotating Nozzle	HR	\$71.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00
2000psi Pressure Washer	DAY	\$118.00
2500psi Hot Water Pressure Washer	DAY	\$369.00
2500psi Pressure Washer	DAY	\$129.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00
3000psi Hot Water Pressure Washer	DAY	\$407.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00
PUMPING/TRANSFERRING PUMPS		
Drum Head Vacuum System, Electric	DAY	\$58.00
Drum Loader	DAY	\$186.00
Pump - Centrifugal, 2 in	DAY	\$119.00
Pump - Diesel Lister, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 1 in	DAY	\$105.00
Pump - Double Diaphragm, 2 in	DAY	\$149.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00
Pump - Double Diaphragm, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00
Pump - Double Diaphragm, 4 in	DAY	\$229.00
Pump - Electric Drum	DAY	\$118.00
Pump - Electric Submersible, 2 in	DAY	\$94.00
Pump - Electric Submersible, 3 in	DAY	\$118.00
Pump - Electric Submersible, 4 in	DAY	\$173.00
Pump - Hand	DAY	\$38.00
Pump - Hydraulic Transfer, 4 in	HR	\$38.00
Pump - Hydraulic Transfer, 6 in	HR	\$284.00

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Regional Rate Sheet

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Pump - Trash, 4 in	DAY	\$309.00
MARINE RESPONSE EQUIPMENT		
Airboat, Single Engine	DAY	\$1512.00
Airboat, Twin Engine	DAY	\$4410.00
Boat/Workskiff without Motor	DAY	\$179.00
Brush Skimmer	DAY	\$1008.00
Containment Boom - 10" Per Foot Per Day	FT	\$2.25
Containment Boom - 18" Per Foot Per Day	FT	\$2.51
Containment Boom - 24" Per Foot Per Day	FT	\$3.24
Containment Boom - 36" Per Foot Per Day	FT	\$3.64
Drum Skimmer (24in-36in)	DAY	\$790.00
Drum Skimmer, Double Barrel 24"	DAY	\$1234.00
Hydraulic Power Pack for Skimmer	DAY	\$278.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1197.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1298.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1947.00
PFD Deck Suit	EA	\$731.00
PFD Life Vest	DAY	\$34.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$103.00
Power Barge Boat, 26ft-30ft	DAY	\$1386.00
Power Barge Boat, 30ft-42ft	DAY	\$2520.00
Power Workboat, Fast Response, 12-14ft	DAY	\$376.00
Power Workboat, Fast Response, 15-17ft	DAY	\$449.00
Power Workboat, Fast Response, 18-22ft	DAY	\$751.00
Power Workboat, Fast Response, 23-26ft	DAY	\$945.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1197.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$990.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1028.00
Skim Pack Skimmer	DAY	\$204.00

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Regional Rate Sheet

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1103.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00
Skimmer, Duck Bill	DAY	\$36.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6899.00
Skimming Vessel Belt Drive Replacement	EA	\$1691.00
Weir Skimmer Unit	DAY	\$219.00
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$193.00
Bailer & Sampling Equipment	DAY	\$66.00
Draeger Air Monitoring Pump	DAY	\$86.00
Explosion/Oxygen Meter	DAY	\$137.00
Geiger Counter Meter	DAY	\$171.00
Hydrogen Cyanide Meter	DAY	\$141.00
Interface Probe	DAY	\$137.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00
Mercury Vapor Analyzer	DAY	\$284.00
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00
Personal Air Pump Meter	DAY	\$66.00
pH Meter	DAY	\$66.00
PID Meter	DAY	\$137.00
Well Purging/Sampling Pump	DAY	\$66.00
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex ADS, 6 in, per ft	FT	\$5.25
Hose - Flex, 4 in, per ft	FT	\$3.84
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00

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* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$86.00
Bobcat Loader/Mini Excavator	HR	\$84.00
Excavator, 20-30 Ton	HR	\$109.00
Fork Attachment for Bobcat Loader	DAY	\$63.00
Loader, 2-3 Yard Bucket	HR	\$83.00
Mini Excavator	HR	\$80.00
Sweeper Attachment for Bobcat Loader	DAY	\$154.00
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$133.00
Chain Saw	DAY	\$133.00
Cutoff Saw (Demo)	DAY	\$142.00
ELECTRIC POWER TOOLS*		
1/2in Drill, Electric	DAY	\$47.00
Circular Saw, Electric	DAY	\$66.00
Mercury Vacuum	DAY	\$223.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
Reciprocating Saw (Sawzall), Electric	DAY	\$86.00
Wet Vacuum (Shop Vac)	DAY	\$47.00
SITE SUPPORT		
100 HP boiler unit	HR	\$109.00
15 Gal HEPA Vacuum	DAY	\$186.00
150,000 BTU Portable Heater	DAY	\$294.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$46.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 175-185 CFM	DAY	\$284.00
Air Compressor 8-10 CFM	DAY	\$132.00
ATV, 4X4 or 4X6	DAY	\$396.00
Carbon Filter System	DAY	\$269.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Drum Vacuum, Pneumatic	DAY	\$198.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$80.00
Eyewash Station	DAY	\$58.00
Frac Tank 20,000 Gal	DAY	\$48.00
Frac Tank, Double Walled	DAY	\$90.00
Generator - 12K Watt	DAY	\$271.00
Generator - 4,000 Watt	DAY	\$151.00
Generator - 5,000 Watt	DAY	\$171.00
Generator - 8,000 Watt	DAY	\$198.00
Halogen Spotlight	DAY	\$114.00
Incident Command Unit	DAY	\$1696.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$114.00
Light Stand	DAY	\$114.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
Light Tower w/Generator	DAY	\$566.00
Manlift	DAY	\$271.00
Office Trailer	DAY	\$124.00
On-site Van Trailer (Tractor not included)	DAY	\$218.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$189.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Pump - Trash, 2 in	DAY	\$118.00
Pump - Trash, 3 in	DAY	\$136.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$21.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$74.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$493.00
Traffic Cone/Barricade Unit	DAY	\$1.63
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$396.00
Vacuum Box, Watertight	DAY	\$112.00
Weather Mitigation (Heat/Cold Relief)	EA	\$150.00
SPECIALTY EQUIPMENT		
Auger, Manual	DAY	\$71.00
Compactor	DAY	\$71.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$394.00
Cutting Torch/Acetylene Torch	DAY	\$131.00
DBI/Rogliss Tripod	DAY	\$71.00
Drum Crusher, Portable	DAY	\$493.00
Drum Tilter, Mechanical	DAY	\$186.00
Electric Auger	DAY	\$80.00
Electric Blower	DAY	\$95.00
Explosion Proof Pneumatic Fan Blower	DAY	\$95.00
Fiber Optic Camera	HR	\$63.00
Fiber Optic Camera Truck	HR	\$161.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
Forklift, 2,000Lb Capacity	DAY	\$453.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$488.00
Plasma Cutting Torch	DAY	\$257.00
Remote Drum Opener, Pnuematic	DAY	\$1290.00
Sand Blaster and Hose	HR	\$32.00
Transit Set	DAY	\$136.00
Walk Behind Concrete Saw	DAY	\$247.00

RESPIRATORY PROTECTION*

2 Man Breathing System	DAY	\$312.00
4 Man Breathing System	DAY	\$396.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$114.00
Chlorine Cartridges	PAIR	\$35.00
Mercury Cartridges	PAIR	\$59.00
MSA Chemical Cartridge	EA	\$36.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$284.00
Organic Vapor Cartridges (No Dust)	PAIR	\$41.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$74.00
Respirator, Full Face	DAY	\$40.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$284.00

PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*

Level A w/ResponderPlus Suit/Changeout	EA	\$1028.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$217.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$66.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00
Modified Level D (Tyvek, Gloves and Boots)	EA	\$33.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
CHEMICAL PROTECTIVE GARMENTS*		
Chemrel Suit, Level C	EA	\$91.00
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00
Tyvec, Polycoat HD/BT	EA	\$24.50
Tyvec, Saranex	EA	\$62.00
Tyvec, White	EA	\$24.50
HAND/FOOT PROTECTION*		
14in Neoprene Gloves	PAIR	\$14.10
14in Nitrile Gloves	PAIR	\$14.00
Cotton Winter Glove Liners	PAIR	\$6.50
Cut Resistant Gloves	PAIR	\$34.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
Glove, Nitrile, Inner Liner	PAIR	\$3.68
Gloves - 12 in PVC	PAIR	\$12.50
Gloves - 18 in PVC	PAIR	\$13.10
Gloves - Leather	PAIR	\$8.70
Latex Gloves	BOX	\$14.70
Puncture Resistant Gloves	PAIR	\$37.00
Silver Shield Gloves	PAIR	\$37.00
DOT SHIPPING CONTAINERS*		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$118.00
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
16 Gal / 70 L Closed Poly Drum	EA	\$89.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$88.00
16 Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.00
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$546.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$365.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$132.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$130.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$130.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$132.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$166.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$129.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$29.55
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$59.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$116.25
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$113.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$113.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$78.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$164.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$96.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$121.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$168.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$370.00

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Regional Rate Sheet

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Description	UOM	Price (USD)
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$370.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$45.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$436.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$88.00
Drum Liners	EA	\$5.30
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$107.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$118.00
Flexbin/Cubic Yard Box Liner	EA	\$32.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$108.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$107.00
Hazardous Waste Labels / Markings	EA	\$1.80
Labels - DOT Diamonds	EA	\$1.80
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$189.25
Rolloff Poly Liner	EA	\$64.50
Vacbox Liner/Bladder	EA	\$833.00
Waste Wrangler	EA	\$128.00
ABSORBENT MATERIALS*		
Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$115.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$267.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$81.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00
HGX Absorbent (Mercury absorbent)	LBS	\$22.50

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Description	UOM	Price (USD)
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$114.00
Rags, 50 lb / 23 kg	BOX	\$95.00
Speedi Dry	BAG	\$18.00
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$70.55

DEGREASERS & NEUTRALIZING AGENTS*

Capsur	GAL	\$184.00
Cirtic Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$50.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00
Simple Green Degreaser	GAL	\$37.00
Soda Ash, 100 lb / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00

ER COVERAGE FEES/SAFETY PLANS/REPORTS

Additional Site Listings	EA	\$1000.00
ER Incident Report Fee	EA	\$200.00
OPA 90 Single Facility Fee	EA	\$2500.00

WASTE MATERIAL APPROVAL

Profile Approval Fee (No Sample)	EA	\$75.00
Sample & Profile Approval Fee	EA	\$158.00

MISCELLANEOUS*

Acetylene Bottle	EA	\$49.00
Bottled Water / Stress Relief	CA	\$28.00
Breathing Air Bottle Refill	EA	\$33.00

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Description	UOM	Price (USD)
Caution Tape/Roll	EA	\$61.00
Digital Camera	DAY	\$94.00
Duct Tape/Roll	EA	\$21.00
First Aid Kit, 25 Person	EA	\$90.00
Misc. Handtools	DAY	\$53.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00
Shrink Wrap	ROL	\$52.00

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Regional Rate Sheet

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

NOTES:

- 1) All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors' basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) In the event of adverse temperatures and working conditions, a daily charge will apply for "Adverse weather/conditions relief" of \$150 Day. The daily charge covers consumables for both hot/cold conditions such as ice, water, Gatorade/electrolyte drinks, and coolers/thermos.
- 9) All projects are subject to a minimum four (4) hour response charge or \$3500.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 10) Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 11) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax.
- 12) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 13) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 14) Unless specifically notated in the equipment description, all equipment rates are un-operated.
- 15) All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
- 16) Standby charges will be negotiated on a case-by-case basis.
- 17) Clean Harbors guarantees to hold prices firm for 30 days.

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PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Clean Harbors Environmental Services, Inc., a corporation, as principal, and FEDERAL INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) for the faithful performance of the annexed contract, 10089960-23-K Sidewalk Sanitation Services, and in the sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on July 1, 2023 through June 30, 2024. Bond shall be renewed on an annual basis for the life of the contract unless otherwise instructed.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Alia Khouri
Deputy Chief Operating Officer
General Services Branch

Print Name: Alia Khouri
Mayor or designee

Date: 9/7/23

Mara W. Elliott, City Attorney

By Nicole M. Denow

Print Name: Nicole M. Denow
Deputy City Attorney

Date: September 14, 2023

CONTRACTOR
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By: [Signature]

Print Name: LOUIS PRANSKY

Date: 6/20/23

SURETY
FEDERAL INSURANCE COMPANY

By: Melanie A. Bonnevie
Attorney-In-Fact

Print Name: MELANIE A. BONNEVIE, ATTORNEY-IN-FACT

Date: JULY 1, 2023

PO BOX 1090
46 WRIGHT'S LANDING ROAD
AUBURN, ME 04211-1090
Local Address of Surety

207-753-7300
Local Phone Number of Surety

\$16,200.00
Premium

K40529755
Bond Number

SURETY ACKNOWLEDGEMENT

State of MAINE

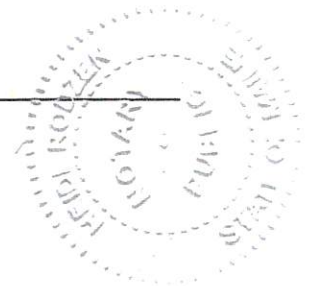
County of ANDROSCOGGIN

On this 1ST day of JULY, 2023, before me personally came
MELANIE A. BONNEVIE to me known who, being by me duly sworn, did depose and
say that SHE resides in CUMBERLAND, ME, that SHE is the
ATTORNEY-IN-FACT of FEDERAL INSURANCE COMPANY,
the corporation described in and which executed the within instrument; than he/she
knows the corporate seal of said corporation; that the seal affixed to the within instrument
is such corporate seal, and that he/she signed the said instrument and affixed the said seal
as Attorney-In-Fact by authority of the Board of Directors of said corporation and by
authority of this office under the standing Resolution thereof.

My Commission Expires:

Heidi Rodzen
Notary Public, State of Maine
My Commission Expires February 3, 2028


Notary Public



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joline L. Binette, Melanie A. Bonnevie, Samuel M. Goulet, Heidi Rodzen and Robert Shaw, Jr. of Auburn, Maine

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 26th day of May, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 26th day of May, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

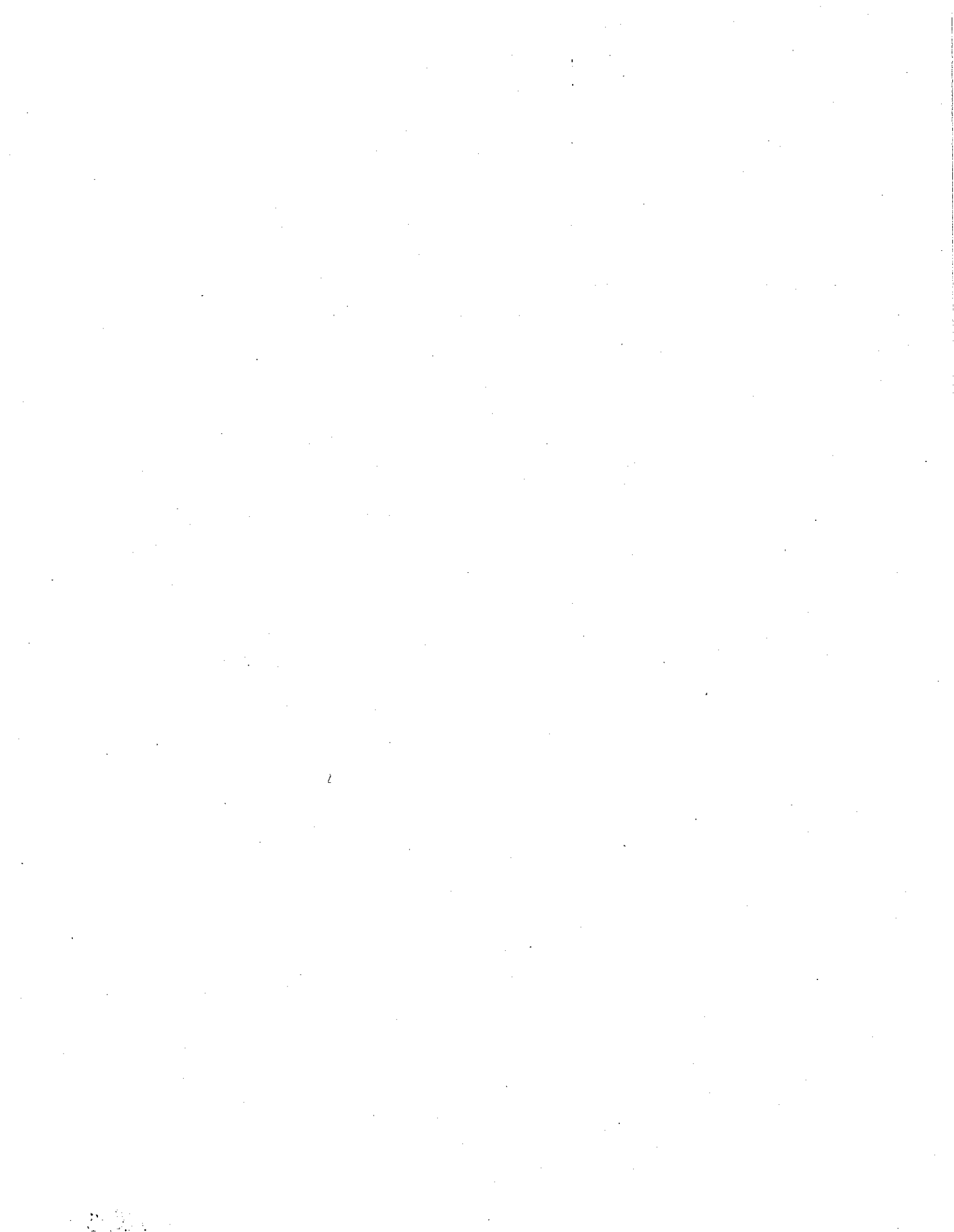
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **JULY 1, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



#101-B
7/25/2023

(R-2023-848)

RESOLUTION NUMBER R- 315058

DATE OF FINAL PASSAGE AUG 04 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE CONTRACT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089960-23-K, SIDEWALK SANITATION SERVICES; AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) Environmental Services Department requires sidewalk sanitation services to kill bacteria from various forms of human and organic waste and to remove incidental hazardous waste; and

WHEREAS, the City issued Request for Proposal (RFP) Number 10089960-23-K for Sidewalk Sanitation Services, and accepted the proposal submitted by Clean Harbors Environmental Services Inc. (Contractor); and

WHEREAS, the contract will be for an amount not to exceed \$15,954,000 and a term of one (1) year, with four (4) one-year options to renew; and

WHEREAS, on June 22, 2023, this item was heard at the Environment Committee, which unanimously recommended approval of this item; and

WHEREAS, the Office of the City Attorney has drafted this Resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with Clean

Harbors Environmental Services, Inc. for Sidewalk Sanitation Services, under the terms and conditions set forth in the contract, on file in the office of the City Clerk as Document

No. RR- 315058

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend funds over the term of the contract in an amount not to exceed \$15,954,000 from the General Fund, Fund 100000, Clean SD, Division 211515, for Sanitation Services, contingent upon the adoption of the Annual Appropriation Ordinance for applicable fiscal years and contingent upon the Chief Financial Officer first furnishing one or more certifications that funds necessary for the expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By Nicole M. Denow
Nicole M. Denow
Deputy City Attorney

NMD:jdf
06/29/2023
Or.Dept: ESD
Doc. No. 3345203

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 25 2023

DIANA J.S. FUENTES
City Clerk

By *Kristine Medina*
Deputy City Clerk

Approved: 8/4/23
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUL 25 2023, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage AUG 04 2023.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

TODD GLORIA
Mayor of The City of San Diego, California.

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By *Kristelle Medina*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315058

Passed by the Council of The City of San Diego on July 25, 2023, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE,

VON WILPERT, LEE, CAMPILLO, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315058 approved on July 25, 2023. The date of final passage
is August 4, 2023.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

