

**Request for Proposal (RFP) for  
Citywide Hazardous Waste Hauler**

**Addendum C**

<b>Solicitation Number:</b>	10090026-23-K
<b>Solicitation Issue Date:</b>	June 16, 2023
<b>Pre-Proposal Conference:</b>	No pre-proposal will be held.
<b>Questions and Comments Due:</b>	June 30, 2023 @ 12:00 p.m.
<b>Revised Proposal Due Date and Time ("Closing Date"):</b>	August 21, 2023 @ 2:00 p.m.
<b>Contract Terms:</b>	Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Kristine Kallek, Senior Procurement Contracting Officer kkallek@sandiego.gov (619)-236-6041
<b>Submissions:</b>	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.  <b>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.</b>

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER RFP: 10090026-23-K  
Citywide Hazardous Waste Hauler**

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) # **RFP: 10090026-23-K Citywide Hazardous Waste Hauler** (Contractor).

**RECITALS**

On or about 6/16/2023, 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 routine/scheduled and emergency response hazardous waste disposal services 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:

David Rogers,  
Supervising Hazardous Materials Inspector  
9601 Ridgehaven Ct. STE 310 San Diego CA, 92123  
(858)-573-1294  
[drogers@sandiego.gov](mailto:drogers@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.

**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 \$3,000,000.00.

**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 1<sup>st</sup> 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:

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

CITY OF SAN DIEGO  
A Municipal Corporation

Clean Harbors Environmental Services, Inc.

BY:

Proposer



42 Longwater Drive (corporate office)

Street Address

Print Name:

Norwell, MA 02061

City

Claudia C. Abarca

Director, Purchasing & Contracting Department

( 781 ) 792-5000

Telephone No.

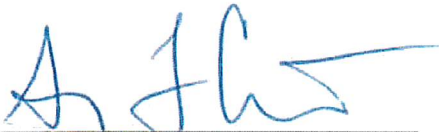
May 2, 2024

Date Signed

curtisg@cleanharbors.com

E-Mail

BY:



Signature of  
Proposer's Authorized  
Representative

Approved as to form this 6 day of

May, 2024.

MARA W. ELLIOTT, City Attorney

George L. Curtis

Print Name

BY:



Deputy City Attorney

Executive Vice President, Pricing and Proposals

Title

William Smith

August 10, 2023

Date

**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** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** 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.

**2.13** Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** 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:

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

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
<b>A. Technical Understanding of the Scope of Work.</b>	<b>35</b>
1. Requested information includes a thorough technical response that demonstrates competent knowledge of regulations, processes, and approach to perform the Scope of Work	
<b>B. Staffing Plan.</b>	<b>20</b>
1. Qualifications of personnel meet the requirements specified and demonstrate competent expertise to effectively and efficiently complete the Scope of Work	
2. Number and availability/geographical location of personnel meets the requirements specified	
3. Clearly defined roles/responsibilities of personnel are provided	
4. Certification documentation is provided for staff per requirements	
<b>C. Expertise and Past Performance.</b>	<b>15</b>
1. Meets or exceeds the relevant experience specified in the Scope of Work for the Contractor and each subcontractor	
2. Information provided on previous relationship of contractor and subcontractor(s) on similar projects	
3. Evaluation of References of past customers which had similar Scope of Work	
4. Other pertinent experience and expertise provided	
5. Type, quantity, and location of equipment and vehicles in San Diego County	
<b>D. Price.</b>	<b>10</b>
<b>E. Regulatory Compliance</b>	<b>20</b>
1. Contractor provides detailed information to demonstrate they are in good regulatory standing as described in the Scope of Work	
2. Detailed information on each subcontractor(s) is provided to demonstrate that all are in good regulatory standing as described in the Scope of Work	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*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.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS**

**1. GENERAL**

**1.1. Summary.** The City requires hazardous waste management, transportation, and disposal services on a routine and emergency response basis for City facilities and locations throughout the city. The contract term is for five (5) years. Routine service is estimated to comprise eighty percent (80%) of the work and emergency response service the remaining twenty percent (20%). The estimated annual contract value for both the routine and emergency response services is four-hundred thousand dollars (\$400,000).

**1.2. San Diego Base Location.** The Contractor shall have its central base of operations located within the geographical limits of the city of San Diego from which its staff and equipment used to perform the Scope of Work shall be dispatched. However, if a separate contract for Routine Hazardous Waste Disposal Services is awarded, then that contractor may have its base location outside city limits, but it shall be established within the county of San Diego within thirty (30) days of the Notice to Award.

**1.3. Contractor's Own Forces.** At least seventy five percent (75%) of the Scope of Work shall be performed using the Contractor's own workforce. Subcontractors may be utilized for transportation, disposal of hazardous waste, and when unusual or specialty activities are requested by the City. Treatment, Storage, and Disposal Facilities (TSDF), Recycling Facilities, and other Hazardous Waste Management Facilities are not considered subcontractors in this context.

**2. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL SERVICES**

**2.1. General Description of Services.** The Contractor shall provide hazardous waste disposal services for approximately 250 facilities and work sites located throughout the City and county on a routine or scheduled basis, typically during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor shall provide all labor, materials, disposal containers, tools, supplies, testing kits, transportation documentation, instrumentation, personnel training, personal protective gear, equipment, vehicles, transportation, and disposal services necessary to perform in accordance with the Scope of Work.

**2.2. Containerized Hazardous Waste Service.**

**2.2.1.** Contractor shall identify, sort, field test, and lab pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal. Contractor shall utilize recognized chemical testing methods to determine a hazardous waste category including, but not limited to, pH paper, halogen detection kits, and other specifically designed test kits that would verify a waste or identify an unknown chemical.

**2.2.2.** Contractor shall label, provide transportation documentation, load into the Contractor's properly licensed vehicle, transport, and properly dispose of the packaged hazardous waste as specified by the City's approved disposal method to the City-approved disposal facility. Contractor shall prepare transportation and disposal

documentation for City staff signature and provide the appropriate copies for City staff at the time of transport.

**2.2.3.** The Contractor shall consolidate (bulk) liquids and (bulk) solids into containers at the City's request. Contractor may add an hourly rate labor charge for the time spent completing the consolidation service when requested by the City.

**2.2.4. Additional Service.** The City may request hazardous waste management services for other containerized hazardous waste types not included in the Pricing Schedule I. Such services shall be provided on an invoice cost plus pricing basis, where the price for the service shall be the total cost to perform the service (all required labor, materials, equipment, etc.) with the allowable percentage multiplier, as applicable, in accordance with Price Schedule I.

Example pricing for disposal of unlisted waste type involving a 30-gallon metal drum (for illustration purposes only):

Disposal (\$250 invoice cost + 10%):	\$ 275
Metal drum (per Price Schedule):	\$ 30
<u>Labor (profile, admin)(X hr at Y rate per Price Schedule)</u>	<u>\$ 45</u>
Invoice Total:	\$ 350

**2.3 Non-Containerized Hazardous Waste Service.** The City uses bulk chemical tanks to store hazardous substances. When necessary, the contents of these tanks require proper disposal as hazardous waste. The Contractor shall utilize the most efficient means to collect non-containerized hazardous waste, with significant consideration given to generating the lowest volume of hazardous waste requiring disposal. City staff and the Contractor shall complete a job walk at no cost to the City and confirm the means and methods of collecting and packaging the non-containerized hazardous waste prior to mobilizing staff. At no cost to the City, the Contractor shall provide a cost estimate for the job based on the job walk. The Contractor and City shall confirm the means and methods to be used prior to commencing work on the first day of the job at the facility or work site. The Contractor may invoice for labor, vehicles, and equipment, in accordance with the rates in the Pricing Schedule I.

**2.3.1** Contractor shall identify, collect, and clean; via pumping, vacuuming, sweeping, neutralizing, washing, absorbing, digging, or other appropriate means; non-containerized hazardous waste from aboveground tanks, underground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container or vehicle for the most cost-effective transportation and proper disposal method.

**2.3.2** Contractor shall provide all necessary trained and certified staff, personal protective gear, confined space gear and equipment, and any other needed materials, equipment, and supplies to complete confined space entry, if required for the project.

**2.3.3** Contractor shall label, complete transportation documentation, load into the Contractor's properly licensed and placarded vehicle, transport, and properly dispose of the hazardous waste as specified by the City-approved disposal method to the City-approved disposal facility. Contractor shall prepare transportation and disposal documentation for City staff's signature and provide appropriate copies to the City at the time of transport.

## **2.4 Service Requests.**

**2.4.1** Service requests will be initiated by City Departments. The City's Hazardous Materials Management Program (HMMP) will screen the requests, collect waste inventory information, and contact the Contractor to initiate the service.

**2.4.2** The City and Contractor will communicate regarding service requests via email or telephone.

**2.4.3** Contractor shall provide a single point of contact with a local or toll-free phone number for the City to request service. The Contractor's single point of contact shall be knowledgeable regarding the Scope of Work and customer service issues and available to the City Monday through Friday, 7:00 a.m. to 5:00 p.m.

**2.5 Service Request Requirements.** All requests for service shall be completed in a timely, accurate, effective, and efficient manner.

**2.5.1 Scheduling Service.** Contractor shall respond to service requests within a maximum of two (2) working days to arrange the date of service for the specified City location.

**2.5.2** Contractor shall notify the City of any additional disposal acceptance requirements requested by the TSDF prior to scheduling a service request.

**2.5.3 Completion of Routine Service.** Contractor shall complete service requests within a maximum of ten (10) working days from the date the Contractor receives the service request, or within ten (10) working days from the date the additional disposal acceptance requirements were completed by the City, whichever is applicable.

**2.5.4 Notice of Routine Service Time.** A notice shall be delivered via email to the designated City contact no later than twenty-four (24) hours in advance of the service date and time. Contractor shall provide a route list if more than one location will be serviced on a specific day with an estimated time of arrival at each site. Contractor shall notify the facility staff sixty (60) minutes prior to the pick-up, if requested by City staff.

**2.5.5 Notice of Service Date Change.** City shall be contacted no later than forty-eight (48) hours prior to any Contractor-initiated change to the scheduled date for service.

**2.5.6** The Contractor shall contact the facility or work site the day of the service if the Contractor's arrival time will be delayed more than one (1) hour. Lack of notice of late arrival and/or arrival time, in excess of two (2) hours from the stated pickup time, shall constitute unsatisfactory performance.

**2.5.7** The Contractor may schedule multiple City facility and work site Service activities in one day.

**2.5.8** The Contractor or City may request a “job walk”, which shall be at no cost to the City, for a more complicated service task to determine the labor, equipment, supplies, materials, and/or additional work needed prior to scheduling a service date.

**2.5.9** Contractor shall consolidate routine hazardous waste pickups into a single day each week, as practical. Contractor shall also provide, at no additional cost to the City, pickups which may differ from the Contractor’s scheduled time, or pickups within 24 hours of the service request.

## **2.6 Sorting, Identifying, and Packaging Hazardous Waste.**

**2.6.1** The Contractor shall perform routine hazardous waste container sorting, identifying, and packaging activities to ensure all hazardous waste containers are compliant with the United States Department of Transportation (DOT) regulations prior to transporting off site. Identifying hazardous waste typically involves reading container labels, however some containers may need to be opened and a spot test conducted to verify the contents. Packaging of containers shall be done in an efficient way to minimize disposal costs to the City.

**2.6.2** The Contractor shall provide varying sizes of DOT-compliant containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the City. The Contractor shall provide the requested containers within five (5) working days of receiving the request. If the containers will be used to collect hazardous waste that the Contractor will be disposing of in the future, then the costs of the containers are included in the Disposal Services price (Exhibit B - Pricing Schedule I) and the Contractor shall not be separately compensated for delivery or container charges.

**2.6.3** The Contractor shall provide the City with pre-printed Hazardous Waste and Universal Waste labels, which comply with California’s regulatory requirements, for City staff to label stored containers of Hazardous Waste/Universal Waste. The Contractor also shall provide additional replacement labels as requested by the City or at the time of delivery of containers. The costs of the preprinted labels are included in the Disposal Services price (Exhibit B - Pricing Schedule I) and the Contractor shall not be separately compensated for delivery or label charges.

**2.7 Non-Standard Hazardous Waste Disposal Services.** Non-standard hazardous waste disposal services are those which the Contractor must go to significant extra efforts in order to complete the disposal service. Examples include collecting varying sizes of unidentified hazardous waste containers spread throughout a facility or a large work site, performing a hazardous waste categorization test on numerous containers prior to packaging the waste, and performing service outside of the city of San Diego limits. The scope of the task and its pricing shall be agreed upon by the Contractor and the City before the Contractor completes the Non-Standard Hazardous Waste Disposal Service.

**2.8 City Staff On-Site Bulking Option.** City staff may bulk liquid and solid wastes for economy of disposal. The Contractor shall provide review of lab pack inventory sheets and bulking procedures as deemed necessary by the Contractor to ensure the City’s conformance with Contractor’s procedures and the Treatment, Storage, and Disposal Facility’s (TSDF) waste acceptance criteria. The Contractor will provide sample forms for the inventory of lab

pack wastes, if required by the City. The Contractor shall describe in detail any procedures or requirements specific to accepting hazardous waste pre-packaged by City staff.

**2.9 Form of Waste.** The hazardous waste may be bulk liquids, bulk solids, or contained in cylinders or multiple individual containers of varied size. Removal of hazardous waste or regulated waste may also be required from tanks, secondary containment, equipment, or other types of containers. On occasion a sump, vault, or tank containing hazardous or regulated waste requires cleaning. The existing container packaging may not meet DOT regulatory requirements.

## **2.10 Hazardous Waste Profiles.**

**2.10.1** The Contractor shall prepare waste profiles for routinely generated wastes for the City's review and annual approval as required by the Contractor in order to accept the waste, without any break in routine disposal service, for recycling or disposal.

**2.10.2** The Contractor shall work with the City to create generic waste profiles for use by all City facilities and work sites for like waste types to the extent that the Contractor's TSDF allows.

**2.10.3** The Contractor shall keep all profiles created on file for a minimum of one (1) year.

**2.10.4** The Contractor shall, within five (5) working days of the profile being approved by the City and submitted to the Contractor, review and approve the profile or, if necessary, review and return the profile with a request for additional information.

**2.10.5** When lab packing is required for disposal or the waste requires expedited removal from the site and a waste profile has not been created, the Contractor shall provide, at no additional cost to the City, on-site profiling and expedited waste pickup at the City's request.

**2.10.6** The Contractor shall provide, at no additional cost to the City, technical assistance to City staff, as needed, in determining proper DOT shipping name, United Nations (UN) number, hazard category, and packing group.

## **2.11 Disposal Documentation.**

**2.11.1** The Contractor shall prepare, for the City's review and approval, the unified hazardous waste manifest (manifest), bill of lading, land disposal restriction (LDR) form, and any other required DOT or regulatory documents for the City's signature at the time of the service request or waste pickup. If requested, the Contractor shall provide a pre-printed copy of the manifest or other required DOT document for the City's review twenty-four (24) hours prior to completing the waste pickup.

**2.11.2** Upon completion of loading containers onto or collecting bulk liquid or solids into the Contractor's properly licensed vehicle, the Contractor shall transport the waste to the City-approved recycling or disposal facility. The Contractor shall



present to the City representative (City department designee or City Contract Manager) for signature the disposal documentation or service receipt and leave the required paperwork with the City representative upon departure from the site. Required disposal documentation includes, but is not limited to, the generator's copy of the hazardous waste manifest, LDR form, bill of lading, service documentation, and when applicable, work order and list of materials provided to complete the job.

**2.11.3** When a City representative is unavailable, the City may request the Contractor to sign disposal documentation on behalf of the City. This signature authorization is not a continuous authorization. The Contractor shall document each service call where the City has requested the Contractor to sign disposal documentation. The Contractor shall review the disposal documentation for accuracy and completeness prior to signing the documents. The Contractor shall deliver to the City its copies of the disposal documents on the same day of the disposal.

**2.11.4** The Contractor shall provide weigh tickets for roll-off bin disposals of bulk wastes and documentation describing the volume of bulk liquid, suspended solids, or solids collected, if applicable, when the waste was not in a standard drum container.

**2.12 Contractor-generated Wastes During the Service Call.** Any wastes generated by the Contractor while completing the service request shall be managed by the Contractor as hazardous waste unless demonstrated otherwise. These wastes include but are not limited to used spill absorbents, oily rags, and used testing kits. The Contractor shall minimize the amount of waste generated when completing a service request. If wastes are generated due to the Contractor mishandling the hazardous waste, such as spilling the waste to the ground while handling a waste container, the Contractor shall be solely responsible for the disposal costs of those generated wastes and any other regulatory consequences that result from the incident.

### **2.13 Drum Deliveries.**

**2.13.1** Contractor shall deliver varying sizes of containers used for hazardous waste collection to City facilities and locations in advance of the service date, if requested by the City.

**2.13.2** Contractor shall deliver the requested containers within five (5) days of receiving a service request for containers. The costs of the container and delivery charge shall be included in the Disposal Services price (Exhibit B - Pricing Schedule I) and the Contractor shall not be separately compensated.

**2.13.3** All containers delivered by the Contractor to collect wastes shall meet all applicable DOT regulations.

**2.13.4** Contractor shall provide, at the time of the drum delivery, pre-printed hazardous waste labels that comply with California's regulatory requirements and contain the facility generator information, contents, physical state, and hazardous properties of the waste.

**2.13.5** The Contractor shall reattach any grounding devices that are removed from a drum to the replacement drum provided by the Contractor.

**2.14 Performance Meeting.** Contractor shall schedule at least one (1) annual meeting with the City's Contract Manager or designee to discuss the Contractor's performance. This meeting shall be scheduled no later than four (4) weeks from date of commencement of work and annually thereafter if the Contract is renewed. At the first meeting, the City Contract Manager and/or designee will provide the Contractor with any clarification or feedback in providing the Scope of Work as outlined in this Contract.

### **3. EMERGENCY RESPONSE HAZARDOUS WASTE SERVICES**

**3.1 General Description of Services.** The City requires emergency response services to address abandoned hazardous waste and chemical releases that occur on City rights-of-way, on City property, on private property where the City is mandated to take an action, or within a City facility. The Contractor shall have and mobilize properly trained and experienced staff, and all the necessary equipment, supplies, materials, personal protective gear, and vehicles to an incident to comply with all pertinent regulations and safely provide emergency response hazardous waste services.

**3.2 General Service Requirements.** The Contractor shall provide professional, safe, efficient, and effective emergency response hazardous waste services which shall include, at a minimum, the following:

**3.2.1 Availability.** The Contractor shall be available by telephone twenty-four (24) hours per day, seven (7) days per week to receive service requests from SDFD HAZMAT Team or designated City department staff.

**3.2.2 Service Requests.** The SDFD HAZMAT Team or designated City department staff will request emergency response hazardous waste service by contacting the Contractor by telephone and providing the Incident Number and incident information. The Contractor shall request any further information it requires in order to be able to bring appropriate staff, vehicles, supplies, materials, and equipment to the incident site.

**3.2.3 Response Times.** The Contractor shall be at the incident site ready to perform no later than two (2) hours after the service request. The Contractor shall arrive at the incident site ready to perform within one (1) hour of the service request at least ninety percent (90%) of the time. The SDFD HAZMAT Team or designated City department staff and the Contractor shall agree on the documented "start" time. The Contractor shall immediately notify the SDFD HAZMAT Team or designated City department staff of any circumstances that would alter the expected arrival time at the site.

**3.2.4** The Contractor shall have all necessary equipment, supplies, materials, personal protective gear, and vehicles located within the limits of the city San Diego. The Contractor shall maintain, repair, replace, and otherwise ensure that all equipment, vehicles, and materials necessary to the timely performance of all services provided under the Contract are stocked and maintained in operational order and ready to serve the City when needed.

**3.2.5** Within fifteen (15) minutes of arriving at the incident site, the Contractor shall contact the SDFD HAZMAT Team or the designated City department staff that

requested the emergency response hazardous waste service and confirm the incident details as well as any additional details not previously known.

**3.2.6** The Contractor shall use all appropriate materials, equipment, and personal protective equipment based on industry-standard protocols for unknown hazardous substance sampling and testing. The Contractor will utilize all necessary safety measures when identifying or confirming the contents of unknown substances that are found in unmarked containers, subsurface areas, uncontained areas, or unknown liquids or solids released to the ground.

**3.2.7** The Contractor shall clean and decontaminate all surfaces as needed. If necessary, the Contractor shall excavate any soil that has been contaminated by the abandoned waste or chemical release and place it into containers or equipment for proper disposal.

**3.2.8** The Contractor shall utilize the most efficient means to collect the hazardous waste with significant consideration on generating the lowest volume of hazardous waste requiring disposal. City staff and the Contractor shall agree upon the means and methods of collecting and packaging the hazardous and confirm the means and methods to be used prior to initiating work at the incident site.

**3.2.9** Contractor shall label, load into the Contractor's properly licensed vehicle, prepare disposal documentation, transport, and dispose of the hazardous waste as specified by the City-approved disposal method to the City-approved disposal facility. Contractor shall prepare all required disposal documentation, including, but not limited to, the manifest, bill of lading, and LDR for City staff signature and provide appropriate copies to the City at the time of transport.

**3.2.10** The Contractor shall call the SDFD HAZMAT Team or the designated City department staff requesting emergency response hazardous waste service when the wastes are loaded and ready for transport to the pre-approved disposal facility, the incident site is clean, and Contractor staff is ready to depart the scene.

**3.2.11 Photographs.** The Contractor shall photograph the affected area before and after the cleanup. Photographs shall include close-up and distance shots to identify the location and quantity of waste, the status of the containers, and any indications of leaks, chemical releases, and/or un-containerized waste. Photographs of all the containers packaged and ready to be shipped shall also be included. The Contractor shall include all photographs with the invoice and the work order.

**3.2.12** The City may request the Contractor to sign disposal documentation on behalf of the City if a City representative is unavailable. This signature authorization is not a continuous authorization, and the Contractor shall document each service call where the City has requested the Contractor to sign disposal documentation. The Contractor shall review the disposal documentation for accuracy and completeness prior to signing the documents. The Contractor shall provide the City its copies of the disposal documents the same day of the disposal.

**3.2.13** The Contractor shall create an inventory sheet for each lab pack container. A copy of the inventory list must be included with invoices submitted to the City.

**3.2.14** The Contractor shall provide weigh tickets for roll-off bin disposals of bulk wastes and documentation describing the volume of bulk liquid, suspended solids, and solids collected, if applicable, when the waste was not in a standard drum container.

**3.3 Containerized Abandoned Hazardous Waste Service Requirements.** Contractor shall remove hazardous waste abandoned on City property and rights-of-way (streets, alleys, sidewalks). Occasionally, the City will require Contractor's services in removing hazardous waste from private property pursuant to a code enforcement action. Typical examples of abandoned hazardous waste found on City property, City rights-of-way, or private property include, but are not limited to, motor oil, antifreeze, flammable liquids, contaminated gasoline, lighting wastes, PCB light ballasts, cleaning products, pesticides, and water and oil-based paints.

**3.3.1** Typically, the SDFD HAZMAT Team or designated City staff will have investigated the abandoned hazardous waste to identify the waste type(s). However, the Contractor may be requested to respond to abandoned potentially hazardous waste containers that have not been tested by the SDFD HAZMAT Team.

**3.3.2** The Contractor shall identify, sort, spot test, and package hazardous waste in accordance with DOT regulations and in an appropriately sized container that is most cost effective for disposal, prior to transporting off site.

**3.3.3** The Contractor shall label, load, prepare disposal documentation, transport, and dispose of the packaged hazardous waste in accordance with the City-approved disposal method to a City-approved disposal facility. Contractor shall prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport. The Emergency Response EPA ID number shall be included on all manifests used for abandoned waste.

**3.3.4** The Contractor shall clean up any chemicals that leaked from the containers, properly package the absorbent materials for hazardous waste disposal, and properly dispose of them in accordance with this Contract.

**3.4 Chemical Releases and Non-Containerized Hazardous Waste Service Requirements.** If City staff is unable to control a chemical release, the SDFD HAZMAT Team will respond to manage the release. The SDFD HAZMAT Team or designated City department staff may contact the Contractor either at the initial stage of the chemical release for assistance or when the incident has been controlled. In either case, the Contractor shall provide emergency response hazardous waste services at the incident location to clean up the released chemical.

**3.4.1** Contractor shall identify, collect, and clean; via pumping, vacuuming, absorbing, sweeping, digging, or other appropriate means; non-containerized hazardous waste from streets, gutters, storm drains, aboveground tanks, underground tanks, vaults, secondary containment structures, or other requested areas at a City facility or property, and place into a proper container or vehicle for the most cost-effective disposal.

**3.4.2** Contractor shall provide all necessary trained and certified staff, personal protective gear, confined space gear and equipment, and any other needed materials, equipment, and supplies to complete confined space entry, if required for the project.

**3.4.3** The Contractor shall label, load, prepare disposal documentation, transport, and dispose of the packaged hazardous waste in accordance with the City-approved disposal method to a City-approved disposal facility. Contractor shall prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport. If the non-containerized hazardous waste, or portion thereof, is located on City property, the specific City facility's EPA ID number will be used on all manifests. If the non-containerized hazardous waste is located entirely outside of City property, the Emergency Response EPA ID number shall be included on all manifests.

**3.5 Hazardous Waste Profiles.** The Contractor shall prepare waste profiles for hazardous wastes commonly encountered during emergency response hazardous waste service calls. The Contractor shall provide, for the City's review and annual approval, the waste profiles required by the Contractor in order to accept the waste, without any break in service, for recycling or disposal as specified by this Contract.

**3.5.1** If a new hazardous waste profile is needed, the Contractor shall contact the SDFD HAZMAT Team or designated City department staff for oral approval of the profile. Within the same day, the Contractor shall send the profile via email to the SDFD HAZMAT Team Program Manager, designated City department staff, and/or Contract Manager, who will review, sign, and return it the same day to the Contractor.

**3.5.2** The Contractor shall keep all profiles created on file for a minimum of one (1) year.

**3.5.3** The Contractor shall provide, at no additional cost to the City, technical assistance to City staff, as needed, in determining proper DOT shipping name, UN number, hazard category, and packing group.

**3.6 Contractor-generated Wastes During the Service Request.** Any wastes generated by the Contractor while completing the service request shall be managed by the Contractor as hazardous waste unless demonstrated otherwise. These wastes include but are not limited to used spill absorbents, oily rags, and used testing kits. The Contractor shall minimize the amount of waste generated when completing a service request. If wastes are generated due to the Contractor mishandling the hazardous waste, such as spilling the waste to the ground while handling a waste container, the Contractor shall be solely responsible for the disposal costs of those generated wastes and any other regulatory consequences that result from the incident.

**3.7 Additional Service.** The City may request hazardous waste management services for hazardous waste types or volumes not listed in the Pricing Schedule II. Such services shall be provided on an invoice cost plus pricing basis, where the price for the service shall be the total cost to perform the service (all required labor, materials, equipment, etc.) with the allowable percentage multiplier, as applicable, in accordance with Exhibit B - Price Schedule II.

Example pricing for disposal of unlisted waste type involving a 30-gallon metal drum (for illustration purposes only):

Disposal (\$250 invoice cost + 10%):	\$ 275
Metal drum (per Price Schedule):	\$ 30
<u>Labor (profile, admin)(X hr at Y rate per Price Schedule)</u>	<u>\$ 45</u>
Invoice Total:	\$ 350

**3.8 Contractor's Lack or Inability to Respond.** The City reserves the right to call its back-up emergency response services contractor if the Contractor for any reason fails or is unable to provide the emergency response hazardous waste services including, but not limited to, lack of response to a request for service; lack of available trained staff; lack of necessary equipment, vehicles, materials, or supplies needed to effectively respond to the incident; or inability to arrive at the incident location within the designated timeframe.

### 3.9 Administration

**3.9.1** Contractor shall schedule at least one (1) annual meeting with the City's Contract Manager or designee to discuss the Contractor's performance. This meeting shall be scheduled no later than four (4) weeks from date of commencement of work and annually thereafter if the Contract is renewed. At the first meeting, the Contract Manager or designee will provide the Contractor with any clarification or feedback in providing the Scope of Work as outlined in this Contract.

**3.9.2** The Contractor shall provide a toll-free telephone number to contact the Contractor's single point of contact who is assigned to the City. The Contractor's single point of contact shall be knowledgeable regarding the Scope of Work and customer service issues and available to the City Monday through Friday, 7:00 a.m. to 5:00 p.m.

## 4. TRANSPORTATION AND DISPOSAL FACILITY REQUIREMENTS.

**4.1.** The Contractor shall provide hazardous waste transportation and disposal services for all Routine/Scheduled Hazardous Waste Disposal Services and Emergency Response Hazardous Waste Services. Contractor shall, at a minimum, properly package, label, load, and transport the hazardous waste to a City-approved California licensed recycling facility or California licensed TSDF.

**4.2. Vehicles and Equipment.** The City reserves the right to inspect Contractor's and subcontractor's vehicle(s) to confirm compliance with applicable transportation regulations and California Vehicle Code requirements.

**4.3. Regulatory Compliance Requirements.** All transporters, storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills, and all other TSDFs used to provide services under this Contract shall be properly licensed and in compliance with all applicable local, State, and Federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times during the term of the Contract. The Contractor and all subcontractors utilized in this Contract shall also comply with the following:

**4.3.1.** The Contractor and all subcontractors, including all transporters and interim and final TSDFs and recycling facilities shall have been in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and remain so for the entire term of the Contract.

**4.3.2.** TSDFs used by Contractor to perform services under this Contract, which are located outside the jurisdiction of the State of California or within Indian Tribal lands, shall meet the same or higher regulatory standards for the processing, recycling, and disposal of hazardous waste and for environmental compliance as required by the State of California.

**4.3.3.** For petroleum contaminated soil, if a TSDF is located outside the jurisdiction of California or within Indian Tribal lands, the agencies with regulatory authority over the petroleum contaminated soil disposal and recycling facility shall have the same or higher standards for the recycling or disposal of the petroleum contaminated soil as the State of California.

**4.3.4.** If the Contractor or any of its subcontractors (transporters, interim and final TSDFs, and recycling facilities) has received regulatory fines totaling over \$25,000 in the past three (3) years, has a pending environmental compliance action, or the City observes other environmental compliance concerns, the City will conduct an evaluation and make a final determination about whether the entity remains acceptable to the City.

**4.3.5.** During the term of this Contract, the Contractor shall notify the City within ten (10) days of the Contractor's knowing that any subcontractor or TSDF has received a fine, penalty, or other regulatory sanction.

**4.3.6.** The City will periodically review available information and request from the Contractor regulatory compliance information for the subcontractor TSDF, transporters, and the recycling and disposal facilities listed as subcontractors under this Contract. The City has the right to reject a TSDF, transporter, or recycling or disposal facility on the Contractor's approved list if the City determines the entity is no longer in good regulatory standing.

**4.4.** If, in the City's sole discretion, a TSDF, transporter, or recycling or disposal facility is determined to be unacceptable, the Contractor shall cease utilizing that TSDF, transporter, or recycling or disposal facility and shall immediately direct the City's waste to another City approved TSDF, transporter, or recycling or disposal facility. The Contractor may request adjustments to the hazardous waste disposal pricing based on the documented price changes.

## **5. REQUESTING CHANGES.**

**5.1.** Contractor shall provide a written request at least thirty (30) working days prior to making changes to: Contractor's project manager, foreman, any treatment or disposal method for a waste type, subcontractors, or TSDF used to complete this Scope of Work.

**5.2.** Contractor shall send the written request to the Contract Manager or designee. The written request shall demonstrate that the proposed substitute meets the qualifications

and requirements of this Contract and is able to perform the Scope of Work. Changes shall be subject to the City's approval.

**5.3.** The Contractor shall provide an updated list of proposed TSDFs, and related information, for the City's consideration and approval thirty (30) days prior to the Contract expiration date.

**5.4.** The City must approve all subcontractors in advance and TSDF's prior to the Contractor engaging such services and such facilities under this Contract.

## **6. DISPOSAL METHODS.**

**6.1.** The City's policy is to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The Contractor shall adhere to this policy in providing the services under this Contract. Accordingly, the Contractor shall utilize the following disposal methods, prioritized from highest to lowest: 1. Recycling/Reuse (treatment may be needed to make waste recyclable), 2. Alternative fuel, 3. Treatment (treatment for acceptable sewer discharge), 4. Bioremediation, 5. Destructive Incineration, 6. Class I Landfill Disposal.

**6.2.** The City must approve, in advance, the method of disposal to be used for each waste type. The Contractor shall comply with the approved method unless the Contractor has requested a change in accordance with the procedure specified in the Contract. The City will not be responsible for disposal costs incurred for unauthorized disposal methods. The Contractor shall be responsible for any and all liability associated with the use of unauthorized disposal methods. In the event the City pays disposal costs incurred for unauthorized disposal methods, the Contractor shall promptly refund such payments.

**6.3.** The City may request to divert certain waste categories to alternate facilities as determined and designated by the City Contract Manager or designee. Waste categories may be diverted by the City to employ a preferred disposal method, to provide greater convenience to City staff, or to explore new environmentally preferable disposal technologies. The cost of transport and/or disposal to these facilities will be negotiated and mutually agreed upon by the Parties.

**6.4.** The City reserves the right to remove a specific waste type from the Contract in order to take advantage of alternative, improved, or previously unavailable disposal technologies or methods.

## **7. CONTRACTOR TRAINING AND EXPERIENCE REQUIREMENTS.**

**7.1.** The Contractor's staff performing the Scope of Work under this Contract shall have the requisite training, certifications, registrations, licenses, knowledge, experience, skills, and abilities to effectively and efficiently perform the Scope of Work including, but not limited to, all those required to properly and lawfully identify, sort, package, label, load, store, transport, and dispose or recycle hazardous wastes and other wastes under this Contract. Contractor's staff performing the Scope of Work will provide all certifications of the required training before the employee or subcontractor initiates the work.

**7.2.** Contractor shall have valid certifications for its technician(s), foreman, and any other staff classification that requires Hazardous Waste Operations and Emergency Response



(HazWoper) training, Department of Transportation training compliant with 49 CFR 172.700, and confined space entry.

**7.3.** Contractor and subcontractor(s) shall have a minimum of three (3) years of experience performing a similar Scope of Work for other entities of comparable size and complexity within the State of California. The Contractor shall have managed contract(s) servicing a minimum of 250,000 pounds of hazardous waste per year, excluding electronic and universal waste. The Contractor's key personnel shall have comparable experience as required to perform this Scope of Work, as follows: 1. Project Manager - four (4) years of experience; 2. Foreman/site supervisor - three (3) years of experience; 3. Technician - two (2) years of experience for those performing Emergency Response Hazardous Waste Services; 4. Technician - one (1) year of experience for those performing Routine/Scheduled Hazardous Waste Disposal Services.

**7.4. Licenses.** At a minimum, the Contractor shall have the following licenses at the time of submission of its Proposal: (a) Department of Transportation Hazardous Materials Registration; (b) California Department of Toxic Substances Control - Hazardous Waste Transportation Registration; (c) California Highway Patrol - Hazardous Materials Transportation License; (d) EPA Hazardous Waste Transporter Identification Number.

**7.4.1.** The Contractor shall notify the City within ten (10) working days if any vehicular licenses, registrations or other qualifications have been revoked, suspended, or expired or if regulatory agencies have noted violations in regard to these licenses.

**7.4.2.** The Contractor shall accept and fulfill all responsibilities and obligations required by local, state, and federal enforcement agencies as owner and operator of its licensed TSDFs, if any.

## **8. CONTRACTOR SAFETY AND ACCIDENT PREVENTION.**

**8.1.** The Contractor shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

**8.2.** The Contractor shall, at all times in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

**8.3.** If Contractor has ten (10) or more employees, Contractor shall have an injury/illness program as required by OSHA. and shall submit a copy with the Contractor's Proposal.

**8.4.** The Contractor warrants that any work performed in any location partially or entirely under the Contractor's control shall be performed in accordance with OSHA requirements. The Contractor further warrants that all material and equipment furnished under this Contract and contracts resulting from this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards thereunder. The

Contractor shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

**8.5.** The City Contract Manager or designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this Contract and/or request the Contractor remove from the work area any employee deemed to be working in an unsafe manner.

**8.6. Personal protective equipment (PPE).** Personal protective equipment shall be supplied by the Contractor and properly used by its employees. The minimum personnel protective equipment or gear required under this Contract is Level C augmented by the following: poly-coated Tyvek or similar chemical resistance coveralls, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots or shoe covers, chemical resistant gloves, safety glasses, face shield, and hard hats (if required). The costs for the minimum level of PPE as specified herein shall be included in the Disposal Pricing.

## **9. RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS OR WASTE.**

**9.1.** If Contractor or subcontractor encounters or causes the release of, or a threatened release of hazardous materials or waste, Contractor shall immediately cease work in the area except in a situation where stopping work could cause an additional release of hazardous materials or waste or jeopardize the health of others. The Contractor shall at a minimum adhere to the following requirements:

**9.2.** Contractor shall immediately assess releases or threatened releases involving hazardous materials or waste utilizing the County Department of Environmental Health and Quality Release Assessment Form to determine if the incident requires regulatory reporting to the California Governor's Office of Emergency Services, County Department of Environmental Health and Quality, Hazardous Materials Division, the National Response Center and any other pertinent regulatory agency. See Attachment 2 - Forms for a copy of the County Department of Environmental Health and Quality Release Assessment Form.

**9.3.** Contractor shall immediately report any releases or threatened releases of hazardous materials or waste to the City and appropriate regulatory agencies. Contractor shall notify the City representative assigned to the particular project site and the County of San Diego, Department of Environmental Health and Quality (DEHQ) by calling 858-505-6657 (during business hours) or 858-565-5255 (outside business hours). Contractor shall call 911 if an immediate fire, explosion, health, or safety threat exists.

**9.4.** Contractor shall complete and provide the City with a Chemical Release Reporting Form 304 (refer to Attachment 2 - Forms) within four (4) hours of the release for a release equal to or greater than five (5) gallons or for any size release that requires regulatory reporting as determined by the DEHQ Release Assessment Form.

**9.5.** Any regulatory fines and penalties resulting from Contractor or subcontractor's failure to timely report a release or threatened release shall be solely Contractor and subcontractor(s)' responsibility for paying.

## **10. DOCUMENTS AND REPORTS.**

**10.1.** The Contractor shall retain and make available upon the City's request, for the City's use, preferably in an electronic on-line format, all hazardous waste profiles, all manifests (which Contractor shall retain for duration of this Contract), and all bills of lading (which Contractor shall retain for duration of this Contract).

**10.2.** Contractor shall submit a copy of each manifest used for this Contract to the Department of Toxic Substances Control (DTSC) within thirty (30) days of the service date, at no additional cost to the City.

**10.3.** At no additional cost to the City, the Contractor shall provide to the City, for the City's use and upon the City's request all weigh tickets for roll-off bin disposals or other bulk disposals where the waste was not in a standard drum container.

**10.4.** The Contractor shall furnish the City, at no additional cost to the City, with annual usage reports sorted by department purchase order number which will include item description of services performed at each City location and quantities of each type of waste collected at that location. The usage reports shall be sent at the time of Contract expiration or upon request, electronically or by mail to the Environmental Services Department, 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123, Attention: Hazardous Materials Management Program.

**10.5. Reporting.** Subject to approval by the City, the Contractor may utilize an electronic system or program to submit documents and/or invoices and track incidents and activities.

**10.6. E-Manifest.** For hazardous waste manifest creation, reporting, and management, the Contractor shall utilize the federal Environmental Protection Agency's (EPA) "e-Manifest" system as required by the Hazardous Wastes Electronic Manifest Establishment Act enacted October 5, 2012 and any subsequent laws and regulations passed thereto. The Parties shall agree on whether to use the "Hybrid" or "Electronic" manifest creation option. The Contractor shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each manifest utilized by the City based on if the "Hybrid" or "Electronic" creation option was used for a specific disposal activity. Any administration costs associated with the implementation of the e-Manifest program shall be included within the hazardous waste disposal pricing.

## **11. CONTRACT ADMINISTRATION.**

**11.1.** The Contract Manager shall provide technical oversight of this Contract. The Purchasing Agent shall be responsible for all general contractual matters and has the sole authorization to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing and signed by the Purchasing Agent.

## **12. INVOICING.**

**12.1.** Invoices shall be submitted within sixty (60) days of the date of service. Invoices shall be sent to the Contract Manager or designee but addressed to the contact person at the City department that requested service. The contact person and department information will be listed on the department purchase order. The address on the invoice shall be in the

following form: The City of San Diego, [Title and Name of City Employee Contact], Department Name, Address, Mail Station (MS), San Diego, CA, Zip Code. Invoices shall be sent via email or by mail; the latter method shall include an original, clearly identified as such, and a duplicate.

**12.2.** Invoices shall be legible and shall contain, at a minimum, the following information: 1. Contract and Purchase Order numbers; 2. Location and date of service; 3. "FSxxxxxxxx" (8 digit) incident number for all Emergency Response; 4. Complete itemization of all services and associated costs (i.e. volume or drum size, type of each waste collected, quantity of materials delivered, any applicable/approved other service charges) and total costs; 5. Signature line for the City to acknowledge receipt of service; 6. Unique traceable invoice number(s); 7. Manifest Fee (when applicable), and 8. Date invoice was sent to the City.

**12.3.** Invoices shall include documentation to validate the charges including, but not limited to, the following: final manifest signed by TSDF, bill of lading, personnel work ticket/time sheets for additional labor, transportation or other hourly rate charges, purchase receipts for any Cost Plus items, and weigh tickets for wastes disposed of in bulk.

**12.4.** Within ten (10) working days of the City contacting the Contractor regarding invoice discrepancies, questions, or requests for additional support documentation, the Contractor shall respond and provide the requested information. If any corrections to the invoice are required, the Contractor shall resubmit a corrected invoice with a revised invoice date within ten (10) working days of the City's request for corrections.

**12.5.** On a quarterly basis, the Contractor shall provide a list of all invoices that are sixty (60) days overdue. The list shall include at a minimum the invoice number, issuance date, payment date due, and invoice amount.

**12.6.** Invoices shall conform to policies or regulations adopted from time to time by the City.

### **13. PAYMENT.**

**13.1.** Invoices shall be paid within thirty (30) days after the City's receipt of a properly prepared and approved invoice.

**13.2.** Service time for labor, equipment, and vehicles charges shall be based on the portal-to-portal time as per Section 18.6. The City may approve, on a case-by-case situation, a request for an adjustment in the portal-to-portal time due to unusual travel circumstances.

### **14. PRICING SCHEDULES.**

**14.1. General.** Proposers shall submit pricing for their Proposal using the provided Pricing Schedule pages. Only the City's Price Schedule format will be accepted. Any deviations from the Price Schedule page(s) may result in the rejection of the Proposal as being non-responsive. Using the enclosed Pricing Schedule page(s) will help ensure consistency in the price evaluation.

**14.1.1.** The Contractor pricing shall be all-inclusive as specified herein and with any considerations noted on the Pricing Schedules. The Proposer shall state all assumptions and list other miscellaneous provisions that affect the cost for each item listed in the Pricing Schedules.

**14.1.2.** Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Schedule Page(s). The Pricing Schedule page(s) are to be completed in full. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

**14.1.3.** Contractors shall provide attachment worksheets, which include a breakdown of labor hours and any other rationale used in determining their pricing for all of the specified requirements.

**14.2. Labor Rates.** Labor rates shall be fully burdened and shall include all personnel costs required to perform the Scope of Work, which include but are not limited to, the following: labor, personal protective and safety equipment, training, licenses, permits, certifications, insurance, supervision, administration, and overhead. Labor rates shall be allowed only for work completed under Non-Standard Hazardous Waste Disposal Services; Non-containerized Hazardous Waste; Emergency Response Services; and other agreed-upon tasks.

**14.3. Vehicle and Equipment Rates.** Vehicle and equipment rates shall be fully burdened and shall include all costs to properly and safely operate or utilize the vehicle or equipment required to perform the Scope of Work, which include but are not limited to, the following: procurement costs; rental rates; surcharges; delivery fees; maintenance; repairs; fuel; demurrage; flanges, hoses, filters, piping, straps, tarps, covers, secondary containment, spill kits, and placards; licenses; permits; certifications; insurance, supervision, administration, and overhead. Vehicle and equipment rates shall be allowed only for work completed under Non-Standard Hazardous Waste Disposal Services; Non-containerized Hazardous Waste; Emergency Response Services; and other agreed-upon tasks.

**14.4. Materials, Supplies, and Instrumentation Rates.** Materials, supplies, and instrumentation rates shall be fully burdened and shall include all costs associated with using the material, supply, or instrument required to perform the Scope of Work, which includes but is not limited to, the following: procurement cost, rental rate, shipping, fuel, licenses, permits, certifications, insurance, supervision, administration, and overhead. Materials and supplies unit rates shall NOT be allowed for items required as a part of the hazardous waste disposal pricing. Materials, supplies, and instrumentation rates shall be allowed only for work done under Non-Standard Hazardous Waste Disposal Services; Non-containerized Hazardous Waste; Emergency Response Services; and other agreed-upon tasks.

**14.5. Individual Container Pricing (Pricing Schedule I).** Container pricing shall be used by the City when the use of a container will be for some purpose other than storing hazardous waste. The individual container pricing for containers fifty-five (55) gallon or less in size and eighty-five (85) gallon overpack container shall include, but is not limited to, all costs related to the procurement of the container cost, labor, transportation, and any other costs for delivering the container. For tote and cubic yard box containers, the same all-inclusive pricing shall apply with the exception of transportation, which shall be

the travel time incurred on a portal-to-portal basis. (As noted, hazardous and universal waste disposal pricing shall be inclusive of the cost of the container.)

**14.6. Home Base Determined for Hourly Rates.** For hourly rate invoice charges, the mobilization time shall be the portal-to-portal travel time from Contractor's "base location" to the service location. If the Contractor's "base location" is outside of the city of San Diego limits but within San Diego County, the portal-to-portal travel time shall be thirty minutes.

**14.7. Pricing for Unlisted Vehicles, Equipment, Supplies, Instruments, and Disposal.** If specialized items not listed on the Pricing Schedules are required, the Contractor may include these items on an Invoice Cost Plus in accordance with the Pricing Schedules.

**14.8. Routine/Scheduled Hazardous Waste Disposal Container Pricing Requirements.** The Contractor shall provide a fully burdened price for each container size of fifty-five (55) gallon or less for each waste type listed on the Routine/Scheduled Hazardous Waste Disposal Services - Hazardous Waste and Universal Waste (Pricing Schedule I). The fully burdened price shall include, but not limited to, all the necessary labor, materials, equipment, instrumentation, and vehicles to properly and safely sort, identify, spot test, package, label, load, prepare and provide disposal documents, transport, properly dispose of the specified hazardous waste per the specified disposal method to a disposal facility in good standing and in compliance with applicable laws and regulations, delivery and cost of replacement drums and labels, and invoice for services as specified in this Contract. In addition, the Contractor shall also include in the fully burdened pricing the cost of container, absorbents, shipping labels, pre-printed hazardous waste labels, markings, shipping pallets, required shipping documents, basic tools for opening and closing containers, fire prevention equipment, safety equipment, the minimum level of PPE specified herein, decontamination equipment, spill clean-up equipment, office supplies, loading equipment such as a drum dolly or pallet jack, transportation vehicle and any fuel surcharges, and any other equipment required by law or deemed suitable for the activities described in the Scope of Work.

**14.8.1.** The fully burdened price shall also include any administration costs associated with the implementation of the e-Manifest program. However, the Contractor shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each hazardous waste manifest utilized by the City.

**14.9. Emergency Response Services Hazardous Waste Disposal Pricing.** The Contractor shall provide a fully burdened price for each container size of fifty-five (55) gallon or less for each waste type listed on the Emergency Response Services Hazardous Waste Disposal - Hazardous Waste (Pricing Schedule II). The fully burdened price shall include, but not limited to, all the necessary materials, equipment, instrumentation, and vehicles (to transport to the TSDF) to properly package, label, load, prepare and provide disposal documents, transport, properly dispose of the specified hazardous waste per the specified disposal method to a disposal facility in good standing and in compliance with applicable laws and regulations, delivery and cost of replace drums and labels, and invoice for services as specified in this Contract. The Contractor shall also include in the fully burdened pricing the cost of container, absorbents, shipping labels, pre-printed hazardous waste labels, markings, shipping pallets, required shipping documents, basic tools for opening and closing containers, fire prevention equipment, safety equipment, office supplies, loading equipment such as a drum dolly or pallet jack, transportation vehicle and any fuel surcharges, and any other equipment required by law or deemed suitable for the activities described in the Scope of Work.

**14.9.1.** The fully burdened price shall also include any administration costs associated with the implementation of the e-Manifest program. However, the Contractor shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each manifest utilized by the City.

## **15. PERFORMANCE STANDARDS.**

**15.1.** The Contractor shall perform the Scope of Work to the satisfaction of the City. At the minimum, the Contractor shall meet the performance standards summarized in this section.

**15.2.** Arrival at the designated location at the designated time to perform services.

**15.3.** Readiness to perform services upon arrival at the service location, such as qualified staff arrive with all necessary equipment, personal protective equipment (PPE), materials, and supplies needed to properly perform and complete the services.

**15.4.** Clear communication of service activities (e.g. waste profile status, service date/time).

**15.5.** Appropriate, accurate, and clearly written labels for containers at the time of waste disposal.

**15.6.** Accurate preparation of all disposal documentation for the City's review and signature at the time of service.

**15.7.** Availability and delivery of materials as requested by the City.

**15.8.** Safe and proper transport of all wastes collected to the City-approved recycling or disposal facility.

**15.9.** TSDF, transporters, and other subcontractors remain in good regulatory standing, or are promptly replaced if not, throughout the Contract Term.

**15.10.** Notice to the City within ten (10) working days if any transporter, or recycling or disposal facility receives a regulatory fine, penalty, or other environmental action as described in Section 4.

**15.11.** Preparation and submittal of an accurate invoice in a legible and understandable format with all supporting documentation and in a timely manner according to the requirements of this Contract.

**15.12.** Conduct all Scope of Work activities described in this Contract in compliance with all local, state, and federal laws and regulations.

**15.13.** Immediate notice to the City of any release or threatened release of hazardous materials or waste.

## **16. COOPERATION AND TRANSITION.**

**16.1.** The Contractor shall cooperate with the City and the incumbent or incoming contractor, as applicable, in order to accomplish a smooth transition of responsibility and requirements and ensure the level of service is not diminished.

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.			

**C. LICENSES.** To perform the work described in this solicitation, proposers must hold current licenses as follows:

	License Number	Expiration Date	Name
Department of Transportation Hazardous Materials Registration			
California Department of Toxic Substances Control – Hazardous Waste Transportation			
California Highway Patrol – Hazardous Materials Transportation License			
EPA Hazardous Waste Transporter Identification Number			

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City’s decision is final.

**D. ADDITIONAL INSURANCE**

1. 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:

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.

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 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.

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.

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.

**E. PERFORMANCE BOND.**

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 on Attachment 1 (Performance Bond) 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. Refer to Article VIII of the City's Contracting Term's and Provisions for additional information. The cost of the performance bond shall be listed in Section 3 of the Pricing Schedule.

**F. DEPARTMENT REPRESENTATIVE.**

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**G. PRICE SCHEDULE**

Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

*B.1 Title page*

# Proposal for The City of San Diego

**Solicitation # 10090026-23-K  
Request for Proposal (RFP) for  
Citywide Hazardous Waste Hauler  
Due August 14, 2023 2:00 pm**



Clean Harbors Environmental Services, Inc.  
3495 Kurtz Street  
San Diego, CA 92110  
Kim Carter, Account Manager  
[Carter.Kimberly@cleanharbors.com](mailto: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](mailto: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.*

**A. Submission of Information and Forms.**

*A.2 Exceptions*

None

### A.3 Completed and signed Contract Signature Page

**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 Citywide Hazardous Waste Hauler - Solicitation Number: 10090026-23-K

#### B. BIDDER/PROPOSER INFORMATION:

Clean Harbors Environmental Services, Inc.

Legal Name	Norwell	DBA	
42 Longwater Drive		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	

Erik Klimiuk	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: Rebecca Underwood  
Vice Pres: George L. Curtis, Eric J. Dugas, Sharon M. Gabriel  
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>\$ 118.76</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:

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**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 sanitation/decontamination services

Company Name: City of Los Angeles

Contact Name and Phone Number: Abraham Abrahamian, (213) 393-2815

Contact Email: Abraham.abrahamian@lacity.org

Address: 2714 Media Center Drive, Los Angeles, CA 90065

Contract Date: August 1, 2023

Contract Amount: \$ 307,288,400.00

Requirements of Contract: Emergency Response, routine field services & routine T&D

Company Name: University of California San Diego (UCSD)

Contact Name and Phone Number: Mr. Mark Gonzales, (858) 822-2737

Contact Email: mgonzo@ucsd.edu

Address: 9500 Gilman Drive La Jolla, CA 92093-0958

Contract Date: January 17, 2017

Contract Amount: \$ 4,000,000.00 (annual value for multiple UCs)

Requirements of Contract: labpacking, routine waste T&D and Emergency Response

#### 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.**

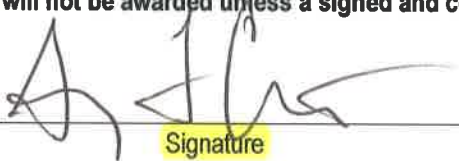
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and 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

July 10, 2023  
Date

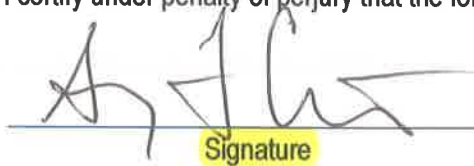
**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

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.

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

July 10, 2023  
Date

## A.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

#### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

##### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

##### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against 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. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**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.

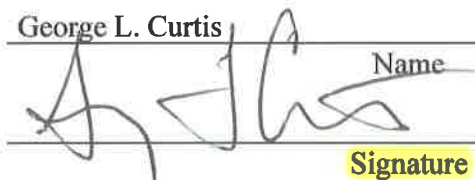
CHECK ONE BOX ONLY.

- 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
5/31/17	Los Angeles, CA	Discrimination (disability)	Y	Closed	Settled
3/21/18	Vernon, CA	Discrimination (national orgin)	N	Closed	n/a
9/27/18	West Sacramento, CA	Discrimination (disability)	N	Closed	Settled
3/20/20	San Marcos, CA	Discrimination (disability)	N	Closed	n/a
5/20/20	Tustin, CA	Discrimination (disability)	Y	Closed	Settled

please see next page for continuation

Contractor Name: Clean Harbors Environmental Services, Inc.

Certified By George L. Curtis  
  
 Name  
 Signature

Title Executive VP, Pricing & Proposals  
 Date 7/10/2023

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS -Continued**

<b>Date of Claim</b>	<b>Location</b>	<b>Description of Claim</b>	<b>Litigation (Y/N)</b>	<b>Status</b>	<b>Resolution/ Remedial Action</b>
6/19/20	West Sacramento, CA	Discrimination (race, disability); retaliation	Y	Closed	Settled
9/2/20	Santa Clara, CA	Discrimination (race, disability)	N	Closed	n/a



**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: Eric W. Gerstenberg and Michael L. Battles are co-CEOs

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 Haz

The Company has appointed: \_\_\_\_\_

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 Fax Number: \_\_\_\_\_ Email: hersh.lisa@cleanharbors.com  
(339) 214-4502

- 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 7 day of July, 2023

*Lisa Hersh Conlon*

(Authorized Signature)

Lisa Hersh Conlon

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: 6/20/2023

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		3								2			
Professional			2			1					3			
A&E, Science, Computer														
Technical			6	1	1	1	1				3		2	
Sales			1			1					2	1		
Administrative Support				1	1									
Services														
Crafts	1		1								1			
Operative Workers	3		14						1		8	1		
Transportation														
Laborers*				1	2	1					14	1		

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

Totals Each Column	5	0	27	3	4	4	1	0	1	0	33	3	2	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

**Grand Total All Employees**

**83**

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
----------------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

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 Report<sup>1</sup>. 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 county<sup>2</sup>. 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<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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.

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## 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**

A.5 Living Wage Ordinance Certification of Compliance.



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): 10090026-23-K Start Date: To be determined
Contract Title (or description): Executive VP, Pricing & Proposals End Date: To be determined
Purpose/Service Provided: Citywide Hazardous Waste Management 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 Executive VP, Pricing & Proposals
Name of Signatory Title of Signatory
Signature Date
July 10, 2023

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:



***A.6 Licenses as required in Exhibit B***

Clean Harbors Environmental Services Inc. has all the following required certificates, registrations, permits and licenses necessary to provide the proposed services to the City of San Diego. The licenses requested in the RFP are listed below. Copies of licenses available upon request.

	License Number	Expiration Date	Name
Department of Transportation Hazardous Materials Registration	060320550422CE	06/30/26	Clean Harbors Environmental Services Inc
California Department of Toxic Substances Control – Hazardous Waste Transportation	3500	04/30/24	Clean Harbors Environmental Services, Inc
California Highway Patrol – Hazardous Materials Transportation License	132665	01/31/24	Clean Harbors Environmental Services Inc
EPA Hazardous Waste Transporter Identification Number	MAD039322250	n/a	Clean Harbors Inc

## 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 Dollars (\$3,000,000.00) for the faithful performance of the annexed contract, 10090026-23-K Citywide Hazardous Waste Hauler, and in the sum of Three Million Dollars (\$3,000,000.00) for the benefit of laborers and materialmen designated below, effective for five (5) years, commencing on April 1, 2024 through March 31, 2029. 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

Mara W. Elliott, City Attorney

By: 

By: 

Print Name: Claudis C. Abarca  
Mayor or designee  
Director, Purchasing & Contracting

Print Name: William Smith  
Deputy City Attorney

Date: May 2, 2024

Date: May 6, 2024

CONTRACTOR  
CLEAN HARBORS ENVIRONMENTAL  
SERVICES, INC.

SURETY  
FEDERAL INSURANCE COMPANY

By: 

By:   
Attorney-In-Fact

Print Name: LOUIS BORANSKY

Print Name: MELANIE A. BONNEVIE

Date: APRIL 11, 2024

Date: APRIL 11, 2024

601 S. FIGEUROA STREET, SUITE 1500  
LOS ANGELES, CA 90017

Local Address of Surety

1-800-621-6027

Local Phone Number of Surety

\$13,500.00 (ANNUALLY)

Premium

K41794446

Bond Number



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 bail 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 11th day of April, 2024



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

**SURETY ACKNOWLEDGEMENT**

State of MAINE

County of ANDROSCOGGIN

On this 11th day of APRIL, 2024, 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:

**EMILY FITZ**  
Notary Public, State of Maine  
My Commission Expires Nov 02, 2030

*Emily Fitz*  
\_\_\_\_\_  
Notary Public

*A.7 Reserved*

*A.8 Additional Information as required in Exhibit B.*

## **B. Executive Summary and Responses to Specifications**

## *B.2 Table of Contents*

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Attachment 1 - 3 Year Compliance Histories for TSDFs & Waste Management Facilities



### *B.3 Executive summary*

Selecting Clean Harbors as the City of San Diego's (City) Hazardous Waste Management and Emergency Response Services provider achieves strong value-based benefits. This decision aligns the City with the most capable, compliant, and financially sound environmental company in North America.

Clean Harbors acknowledges and understands the full scope of work required by the RFP and has the capability and capacity to provide all aspects necessary for the successful and timely implementation and completion of the services required. As evidence with in this Technical Proposal Clean Harbors meets and, or exceeds the minimum requirements as noted in the RFP.

We will provide experienced labor, materials, equipment, tools, trucks, labels and paperwork to get the job done right. We will collect, label, manifest, transport and dispose of all the acceptable hazardous and regulated wastes in full compliance with all applicable local, state and federal regulations. Our network has over 100 waste management facilities allowing us to provide treatment, recycling or disposal for almost every hazardous material that may be encountered. Clean Harbors will not utilize waste brokers and therefore can reduce the potential liability to the City.

Our commitment to the City of San Diego is to minimize your risk, provide high quality services with guaranteed satisfaction for all City stakeholders. By choosing Clean Harbors as your service provider, the City will benefit by:

- Receiving service from a company positioned to offer true turn-key services with minimal support needed from subcontractors.
- Receiving services from our local service centers and TSDf in Wilmington, CA.
- Maintaining access to the largest network of TSDf's in North America and of over 15,000 Clean Harbors owned and permitted waste hauling vehicles.
- Reducing the City's liability exposure by working with the most financially secure company in the industry, and limiting exposure to 3rd party liabilities in the final treatment of its wastes.

Clean Harbors has over 43 years of experience in providing our clients safe, effective, and efficient solutions to their waste management needs. We pride ourselves in our ability to customize our services to best fit your current needs, while at the same time, suggesting and implementing best management practices that will enhance your operations. Our commitment to excellence in this area is unprecedented in the industry.

In summary, Clean Harbors is committed at all levels in its organization to exceptional service delivery and performance that will result in risk minimization, reduced costs, quality in the workplace for the City of San Diego.

#### ***B.4 Proposer's response to the RFP.***

Clean Harbors has reviewed the scope of work included in the RFP and understands the City's requirements to provide hazardous waste disposal services for approximately 250 facilities and work sites located throughout the City and county on a routine/scheduled or emergency response basis. Clean Harbors will provide the City with a full range of hazardous and non-hazardous waste management services, including classifying, segregating, packaging, transporting, recycling, treating, and disposing of the wide variety of waste materials from City operations, construction projects, spills and releases. Clean Harbors will provide all necessary personnel, materials, supplies and record-keeping for the emergency and non-emergency hazardous waste management services for the City.

Clean Harbors intends to self-perform the majority of the proposed services to the City. Self-performing the services with our own trained, experienced personnel, permitted vehicles, and company-owned Treatment, Storage, and Disposal Facilities allows us to maximize service quality, control costs, and minimize liabilities. Clean Harbors' San Diego Service Center will provide a team of experienced professionals to manage your program. During any large scale project or response additional personnel and equipment can be mobilized from other Service Centers in California, including Highland, Compton, San Jose, Benicia, or West Sacramento.

Clean Harbors experienced Technical Services personnel will provide the collection, identification, packaging, transportation and disposal of the City's routinely generated waste. We will work closely with the City to schedule the routine waste management and collections/ pickups can be established on reoccurring basis or on an as needed basis.

Clean Harbors experienced Field Services personnel will provide the City for non-routine waste management services such as emergency response, tank cleaning, storm drain cleaning, remediation & decontamination services.

The majority of the City's waste will be managed at Clean Harbors owned TSDFs. Clean Harbors TSDF in Wilmington, CA will be the primary Transfer Facility for most of the City's waste shipments.. We will utilize a few 3<sup>rd</sup> party recyclers and TSDFs for management of certain waste streams including most recyclable wastes.

Clean Harbors will provide the following features to the City as part of our hazardous waste management program:

**Skilled Personnel** - Clean Harbors' staff of experienced, capable Chemists, Project Managers, Response Foremen and Technicians will provide the requested services in an efficient, customer-oriented manner to your complete satisfaction.

**Transportation** - Clean Harbors will arrange to use our own licensed transportation fleet (over 15,000 vehicles nationally) to haul your wastes to our disposal facilities.

**Compliance with Regulations** - Clean Harbors regards compliance with applicable environmental regulations as a critical component of its overall operations both from the standpoint of health and safety of its employees and as a service to its customers.

**Materials** - Clean Harbors will provide personal protective equipment, UN rated containers, absorbents, etc. to ensure complete safety and compliance.

**Document Preparation** - Clean Harbors will prepare and provide all the necessary paperwork to properly package and ship waste safely and in compliance with all DOT and EPA regulations. Reports will be prepared per the requirements of the RFP.

### B.4.1.1 Service Approach

Clean Harbors personnel will work closely to identify short-and long-term objectives as well as explore viable options that can lower liability and maximize the City's fiscal resources. Clean Harbors will provide trained, experienced, and professional expertise to support your hazardous waste needs.

#### B.4.1.1.1 Implementation Plans

It is our standard practice during a contract phase-in to involve customers regarding the management of their hazardous waste. By involving you throughout the waste management process, your input allows Clean Harbors to provide a customer-centered approach enabling tailored delivery of services to meet your needs. This approach enables The City to play a key role in determining the management of its hazardous waste.

Clean Harbors will work closely with the City to initially devise an Implementation Plan to familiarize the City's personnel with Clean Harbors' services as well as tailor our services to your current hazardous waste management needs and procedures. Kim Carter, your Clean Harbors Account Manager will lead the development of an implementation plan. The plans are designed to ensure comprehensive communication and understanding relative to:

- Contractual Scope of Work
- Health & Safety
- Quality of service

The implementation plan helps ensure:

- Profile information is obtained from generators & waste profiles are established
- Development of pre-established shipping schedules, if desired
- Provide guidance/procedures to City staff desiring to bulk their own waste
- Ensure there is a clear understanding by both parties of:
  - Profiles and Routine Waste Streams
  - Shipping instructions
  - Disposal restrictions
  - Service Expectations
  - Pricing information
- Key Contacts are identified for both parties

During the Implementation phase we will establish a Clean Harbors Online Services accounts for the City's generators, this free unique Clean Harbors service provide convenient access to waste profiles, Certificates of Disposal, waste tracking, manifest viewing, and other pertinent informational documents. Information needed for the DTSC manifest report, and the EPA biennial report is also available on our e-commerce website. During the implementation waste profiles will be established for the City's routinely generated waste streams.

### **B.4.1.1.2 Documentation and Reporting**

#### ***Waste Profiling***

All waste shipped to Clean Harbors' facilities must be profiled and pre-approved prior to shipping. Waste profile information is defined by analyses of samples in conjunction with waste description and derivation information supplied by the generator. Once a waste profile and Waste Classification Code (WCC) are established, these data provide the framework for placing and processing an order. In the absence of any deviation from the specifications, which are established in the database, these data also provide the input for invoicing.

As part of our emphasis on customer service, the local Account Manager or customer service representative will assist in the waste profiling process by aiding in the completion of the Waste Profile Sheets ("WPS") through our centralized waste approval system. Unlike many disposal facilities in this industry, Clean Harbors' TSDf permits at many of our facilities allow for approval of profiles (hazardous and non-hazardous wastes) without a sample. All of Clean Harbors' TSDfs use the same Waste Profile Sheet format, and all waste approvals are coordinated by the Central Technical Services Group. Clean Harbors will utilize Third-Party specific profile approval forms as required by each location.

Clean Harbors' central waste approval system controls the information that provides the basis for automated manifest and label preparation. This system also contains customized information on handling procedures to ensure conformance with customers' restrictions, specifications and preferences. As a result, once a waste stream is approved, it is approved for acceptance at specific facilities.

Once established, a waste profile is valid for a period of one year. A one-page recertification notification form for each approved waste stream is sent out 90 days in advance of expiration. Upon receipt of the notice, the generator simply completes the form, indicating that the nature of the waste stream has not materially changed. Under normal circumstances, no additional sampling or analytical testing is required at many of Clean Harbors facilities as part of the re-certification process. If there is a material change in a stream, the generator can work with the account manager to establish a profile and terms and conditions for the new waste.

#### **Non-conforming Waste**

"Off-spec" and non-conforming wastes can jeopardize a facility's permit and can severely impact its daily operation. Waste material shall be considered non-conforming if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to Contractor or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.

#### **Procedures for Handling "Off-Specs"**

Waste that has been shipped to a Clean Harbors facility and deemed non-conforming is immediately reported through plant management to the Account Manager and the Central Billing Department who is

responsible for generating and distributing daily off-spec notification reports. The local Clean Harbors Customer Service Representative (CSR) will promptly contact LADWP and provide all available information. Clean Harbors' Account Manager is chartered with the overall responsibility of information dissemination, troubleshooting, communicating alternative disposal methods/facilities and negotiating any applicable changes in the contract pricing. "Off-spec" wastes with established surcharge schedules and values will be automatically billed upon receipt of the waste, assuming the waste is compliant in all other regards.

At the time it takes possession of and removes waste materials from the place of transfer, Clean Harbors assumes title, risk of loss and all other incidents of ownership to the waste materials. In the event waste materials are discovered to be non-conforming, Clean Harbors may revoke its acceptance of the waste materials. A justified revocation of acceptance operates to revest title, risk of loss and all other incidents of ownership in the customer. However, Clean Harbors endeavors to avoid outright rejection and return of wastes, which is the least favorable option for both Clean Harbors and the City. It is anticipated that our network of owned facilities and disposal capabilities, coupled with an exhaustive list of external facilities could avoid rejection and render a mutually agreeable disposal option for the non-conforming waste.

### ***Order Placement / Scheduling***

Once waste approvals are in place, waste shipments may be scheduled by contacting your Customer Service Representative (CSR) at the local service center or via our online services. Waste pick-ups are performed by Clean Harbors employees, and are normally scheduled at least one week in advance. Unforeseen or unscheduled pickups can be made with 2 days notice. In special circumstances, a "rush" response will be accommodated within 24 hours or less.

Clean Harbors will deliver requested containers within five (5) days of receiving a service request for containers from the City.

#### Milk Run Scheduling for Containerized Wastes

Clean Harbors employs a milk run pickup schedule throughout all our service regions to maximize pickup efficiencies. The milk run schedules are established according to the history and frequency of pickups in a given geographical area.

Information about each of the City's waste generating locations will be entered into Clean Harbors' database. Frequency of pickups, amount of waste per pickup, site contacts, etc. will all be entered into our database. This information will be used to prompt the Customer Service Representative when a pickup should be expected.

Clean Harbors' experience in waste disposal and transportation has proven that proactive scheduling by Clean Harbors is the most efficient method of scheduling waste pickups. However, customers often incur unforeseen circumstances and require services on an as needed (or even emergency) basis.

#### Online Drum Scheduling

Clean Harbors' free Online Services Drum Waste Scheduling feature simplifies drum waste pickup scheduling by enabling you to electronically schedule a pickup of drum waste and print a copy of your request.

This online feature enables you to conveniently schedule drum waste pick up 24/7, while offering a more efficient process greatly reducing phone, fax, and email exchanges. Additionally, you can order replacement containers and supplies for delivery with your next drum waste shipment.

Schedules are managed systematically and upon approval, customers receive an email confirmation indicating the date has been secured. Customers can track their orders to effectively manage their drum business with Clean Harbors.

With a free Clean Harbors Online Services account, you can manage all your waste management activities including waste profiling, drum scheduling, management reports, on-site inventory, online tracking, and manifest and invoice viewing. You can also become an administrator to manage the access rights of others in your organization.

### ***Preparation of Shipping Papers***

In addition, we will provide pre-printed labels that meet all the regulatory requirements of the Department of Transportation (DOT). Our labels and manifests are computer generated, effectively creating clearly legible and virtually error-free markings in accordance with DOT regulations.

Clean Harbors will supply the Customer with all the required paperwork for a pick up including manifests, LDR forms, container labels and markings. All shipping paperwork will be in accordance with all federal, state and local regulations. We will provide pre-printed labels that meet all the regulatory requirements of the Department of Transportation (DOT). When requested, Clean Harbors will provide a twenty-four (24) hour emergency contact number for the shipment of hazardous wastes, required by 49 Code of Federal Regulations, Section 172.604.

Our labels and manifests are computer generated, effectively creating clearly legible and virtually error-free markings in accordance with DOT regulations.

Clean Harbors personnel performing the pickup will apply all labels, markings and placards as necessary.

#### **B.4.1.1.3 Routine Hazardous Waste Services Approach**

Within the Clean Harbors organization, most projects or service requests described in the RFP scope of work are the responsibility of Clean Harbors Technical Services group. Proposal section [B.4.5.1 Technical Services Offerings](#) contains additional details about these services.

Clean Harbors Technical Services provides the pickup and transportation of containerized and bulk wastes, as well as CleanPack services. Our CleanPack teams will categorize, package and labpack waste for the City. Our CleanPack team will arrive on site with a permitted waste hauling vehicle and all the supplies necessary to perform services, prepare paperwork and transport waste offsite. For the City's Routine waste pickups we will typically dispatch our staff and equipment out of our San Diego Service Center.

### ***CleanPack® Chemical Management Services***

#### **Labpack Operations**

Clean Harbors' CleanPack teams will properly categorize and separate the waste according to Department of Transportation chemical compatibility guidelines (49 CFR 173.12), State compatibility regulations and ultimate disposal facility packaging protocol. Labpack waste will be packaged in accordance with the regulations and ultimate disposal facility packaging requirements, maximizing the amount of allowable waste packaged per container.

Prior to the start of each pick-up, the site supervisor will complete a Site Specific Health and Safety Plan (SSH&SP). The plan details local emergency services and hospital information along with site-specific details and contingency plans. A copy of the Health and Safety Plan is on site at all times during the labpack job.

The Clean Harbors Team will adhere to the following safety guidelines when packaging hazardous materials:

- Chemists will wear long pants, a shirt and steel-toed shoes. Appropriate safety glasses and gloves will be worn at all times.
- A respirator will be worn in atmospheres that dictate its use and will be close by at all times in the event of an emergency.
- Each chemist will have an emergency response spill bag that has all the necessary and required safety equipment. This includes respirators, eyewash, gloves and other PPE. In addition, fire extinguishers, first aid kits and eye wash kits will be located at the site at all times.

Clean Harbors will ensure each labpack container will be marked with the following items: date of accumulation/generation sticker, packing envelope with packing list, DOT label(s) and completed hazardous waste label. In addition to packing lists, the Clean Harbors Team will also generate the following regulatory documentation:

- Hazardous Waste Manifests
- Land Disposal Restriction Notification (LDR) Forms
- Required EPA Labels
- Required DOT Labels

All containers will be in good condition and free of any leakage. The container lids will also be securely fastened unless waste is being added or removed.

Clean Harbors will ensure that all wastes generated by the City are handled, processed and transported in compliance with all applicable laws, regulations and licenses, including but not limited to, the following:

- The City's ultimate disposal facility guidelines
- United States Environmental Protection Agency (US EPA)
- Resource Conservation and Recovery Act (RCRA) regulations
- United States Department of Transportation (DOT) regulations
- Occupational Safety and Health Administration (OSHA) regulations

### **Waste Bulking Procedures**

Certain products may be consolidated on a case-by-case basis, depending on the quantities and hazards involved. Compatibility testing is performed prior to all consolidation/ bulking activities.

Bulking can reduce the total number of waste drums generated, if the material were to be lab packed, and also possibly reduce the cost per drum for disposal.

Many materials can be bulked for use as a fuel substitute. These materials might include paint thinners and solvents, non-corrosive cleaners, and non-recyclable paints and oils.

Clean Harbors' generic bulking procedure is listed below:

1. A bulking area is identified, with customer approval;
2. The ground is covered with a non-permeable liner and the area surrounded with absorbent material to manage any minor splashes or spills;
3. A closed top drum with a funnel is placed in the bulking area and the drum is grounded, if bulking flammable or combustible materials;
4. Materials identified as bulkable is moved to the bulking area to be poured up; and
5. Materials will be checked once again for proper segregation and compatibility, and then poured into the drum.

When a drum is full, the funnel will be removed and all splashes cleaned off the exterior of the drum. Clean Harbors' personnel will prepare and affix the appropriate labels and marking, then move the drum to a storage area or a staging area for shipment.

Training requirements, PPE, and medical requirements for employees conducting bulking operations are addressed in our Site Specific Health & Safety Plan.

### **Identification of Unknowns**

Clean Harbors staff has extensive experience in conducting hazardous waste categorization. The classification of hazardous materials is a complex process. The hazard class and category are often based upon the vehicle/solvent/carrier used (i.e., water, acid, base, alcohol, petroleum distillates, etc.). The concentrations of these, as well as other components, determine the material's category.

A series of tests are performed to quickly place an unidentified substance into one or more distinct categories. The most important physical and chemical aspects of the identification process include:

- Determining whether the substance is organic or inorganic
- Identifying the oxidizing potential of the substance
- Relative density
- Flammability
- Water reactivity
- Volatility

With these tests results, it is usually possible to place the unidentified material into a DOT and/or EPA hazard classification. Once the "unknown" waste is identified, the waste material will then be packaged with compatible materials in the same classification, if they are present.

Should additional testing required to properly classify and management the unknown waste, Clean Harbors will send a sample of the waste to an analytical laboratory for the necessary further testing.



The following wastes are not acceptable for this procedure:

- 1) DOT forbidden items
- 2) Bio-hazardous, medical or etiological wastes (including sharps)
- 3) Class 1 explosives (including black powder and ammunition)
- 4) Radioactive wastes (including smoke detectors)

Clean Harbors does maintain a Reactive Materials handling team to manage many explosives, unstable reactive compounds and unknown/inoperable/unshippable cylinders. These Reactive Materials services are available to the City. Costs for our Reactive Materials Services are quoted on a case by case basis.

### **Laboratory Analysis**

Clean Harbors will provide, upon request, all required E.P.A. approved laboratory analysis for waste stream identification or disposal approvals beyond generator's knowledge. Depending on the nature of the requested testing, we may send a sample to the designated TSDF for pre-disposal analysis, or to an E.P.A. approved third-party analytical laboratory.

### ***Response Time – Routine / Scheduled Services***

All requests for service will be completed in a timely, accurate, effective, and efficient manner. Clean Harbors will respond to service requests within a maximum of two (2) working days to arrange the date of service for the specified City location. Clean Harbors intends to complete the service requests within a maximum of ten (10) working days from the date we receive the "Request for Service" or within ten (10) working days from the date the additional disposal acceptance requirements were completed by the City, whichever is applicable. Should any unforeseen events impact these time frames, Clean Harbors will immediately notify the City of the situation.

Additionally, should delays of 1 hour or more occur or be anticipated to our scheduled arrive time, we will immediately notify the City and provide an updated arrive time.

### **B.4.1.1.4 Emergency Response Services Approach**

Clean Harbors provides a full range of hazardous waste management and emergency response services, including classifying, segregating, recovering, packaging, decontaminating, transporting, recycling, treating, and disposing of a wide variety of hazardous materials. Clean Harbors will provide 24-hour emergency hazardous waste management services to the City. We are experienced, trained and properly prepared to perform all the services identified in the RFP scope of work.

Our San Diego Field Service Center is located at 6465 Marindustry Place, San Diego, CA 92121 in the southern Sorrento Valley part of San Diego. Our San Diego Field Services Service Center has response teams comprised of Project Supervisors, Foreman, Equipment Operators and Field Technicians and a plethora of equipment and materials and is prepared to provide 24/7 emergency response services throughout the City.

Clean Harbors maintains a 24-hour Emergency Operations Center (EOC) based at our Corporate Headquarters in Norwell, Massachusetts. The operations center can be reached from anywhere in the United States by dialing (800) 645-8265. After receiving your call the operator will forward the information to Clean Harbors' San Diego Service Center.

After obtaining basic information about the spill (product, quantity, location, and present site status), our EOC duty operator will then arrange for mobilization of personnel and equipment from the Clean Harbors San Diego Service Center.

The EOC duty operator, Response Foreman or Supervisor will provide the City contact with our estimated time of arrival (ETA). For the majority of responses, Clean Harbors will be at the incident site ready to begin response services within one (1) hour of the City placing the Emergency Response Service request. Occasionally, less the 10% of the time, Clean Harbors may take up to two (2) hours after the service request is received from the City to be onsite and ready to begin the response services.

Certain conditions beyond Clean Harbors' control such as severe traffic, weather, other existing emergency conditions, etc may occur that may cause delays in our ETA. At all times Clean Harbors agrees to use its best effort to respond within the City's specific time frames and will contact the City if such time frames cannot be met in an emergency situation. If any delays in our ETA occur, Clean Harbors will immediately contact the City Representative to provide an updated ETA and an explanation of the delay cause.

Within fifteen (15) minutes of arriving at the incident site, our Response Foreman or Supervisor will contact the City Representative and provide our initial assessment of the incident, which will include a review of the incident details and a summary of our response approach.

Clean Harbors will document the response with before and after photographs of the response site.

### ***Emergency Response Services Procedures Outline***

Each emergency response incident will be evaluated and handled individually. The following is a generic outline of possible procedures Clean Harbors may utilize during our emergency response services.

#### **Site Assessment**

Clean Harbors will rapidly deploy highly trained and experienced personnel to the incident spill site and will assess nature of problems or potential problems and define specific actions that must be performed to solve the identified problems.

#### **Testing/ Identification of Unknown Waste**

Our chemists can provide the fingerprint analysis of unknown compounds provided the material passes our safety evaluation. If these materials fail the evaluation and are suspected to be shock sensitive, unstable, or reactive, they will need to be remotely opened by our Reactive Material Services personnel. After the remote opening procedure is complete, Reactive Material Specialists will test the material to determine if it is water reactive, acidic, basic, a cyanide, sulfide, or oxidizing agent. This compatibility testing determines the characteristics of the material and provides the guidance needed for proper segregation and packaging for disposal.

Clean Harbors will provide all required laboratory analysis for waste stream identification or disposal approvals beyond generator's knowledge. Depending on the type of testing required, we may send a sample to the designated TSDF for pre-disposal analysis, or to an E.P.A. approved third-party analytical laboratory for precise constituent and/or characteristics testing.

### **Establishing Clean-up Criteria**

Clean Harbors will evaluate and determine the level of hazard associated with a given material in the spill/release environment. The clean-up goal is to reach a condition where no actual threat to the environment remains at the completion of mitigation activities, while avoiding unnecessary excavation or treatment.

### **Technical Response**

The emergency response team that responds to significant spills usually consists of a supervisor/foreman, a health and safety officer, a field chemist or analytical chemist/technician, and clean-up technicians. For smaller incidents the response team may be a supervisor/foreman a one or more clean-up technicians.

Our deployed response team and appropriate equipment will contain and confine the released substances/materials in order to minimize their spread into the environment.

### **On-Site Industrial Health and Safety**

As a key member of the emergency response team, a health and safety representative will be responsible for defining appropriate safety equipment and procedures to be utilized by all personnel involved in response activities. In larger and more severe incidents the health and safety officer will be dedicated strictly to health and safety management on the project; on smaller incidents the project supervisor/foreman will have a dual role which includes serving as the role of the site health and safety officer.

### **Recovery of Spilled Product**

Clean Harbors will mobilize personnel and specialized equipment for the purpose of recovering product that has been spilled. The objective of all product recovery is to remove as much spilled material as is practical from the uncontrolled environment. If product recovery can be accomplished in a manner that produces a usable or recyclable material cost effectively, then such method(s) will be employed. However, economic value of recovered product will be considered secondary to potential environmental and safety factors in determining the recovery methodologies to be used for each spill incident.

### **Recycling, Destruction or Disposal of Spilled Materials**

Clean Harbors has the ability to cost effectively recycle, destroy or dispose of spilled material in an environmentally appropriate and legal manner. Based on the nature of the spilled materials and the environment into which they are spilled, recycling, destruction and/or disposal options will be evaluated, and the most cost effective, environmentally acceptable option will be implemented at the direction of the City. Options will typically include transport via vacuum truck or solids handling equipment to a Treatment, Storage, and Disposal Facility or an incinerator; and for very large volume releases on-site processing or destruction using chemical, physical, or biological processes may be utilized.

### **Transfer and Loading from Damaged Containers**

Clean Harbors has the ability to safely and rapidly empty the contents of damaged containers into applicable DOT-approved shipping containers. Such operations may require pumping product significant distances and may include the transfer of flammable, corrosive, toxic, or reactive materials from

overturned or damaged tank trucks, flatbed trucks, or rail cars. Clean Harbors has the experience and equipment to perform these services.

### **Non-Accident Related Emergency Response**

Clean Harbors has the ability to safely and efficiently transfer hazardous materials from normal conveyances under non-accident conditions.

### **Decontamination**

Clean Harbors will provide decontamination for the removal of hazardous material spill residues; common decontamination techniques utilized include, but are not limited to, pressure washing, steam cleaning, hydroblasting, scarifying, and chemical cleaning of pavement surfaces, containment areas, storm drains, sumps, clarifiers, etc. Clean Harbors has the expertise and equipment to manage a wide range of decontamination needs from small machinery to entire facilities.

### **Restoration of Site**

Clean Harbors will develop and implement a plan of restoration of the spill site to pre-spill conditions. On major spills, such work will include the development of remedial action and formal closure plans, which will require acceptance prior to implementation of closure.

### **Regulatory Agency Interface**

Clean Harbors has experience and will work with Federal, state, and local agencies during emergency situations as needed. For large events we can provide an ICS/NIMS team to support the City's staff.

### **Long Term Remediation Options**

Clean Harbors remediation division can provide remediation services that include monitoring and recovery well drilling and installation, as well as hydro-geological engineering capabilities. Land spills that include contamination of groundwater can be mitigated in a turnkey fashion.

## **B.4.1.2 Transportation and Disposal**

The City can rely on Clean Harbors for the most comprehensive waste disposal services. As North America's largest hazardous waste disposal company, we own and operate more than 100 fully permitted waste management facilities located throughout the United States, Canada and Puerto Rico. Clean Harbors is ranked as one of the top twenty largest private carriers in North America, and our Transportation is provided with a fleet of more than 15,000 company-owned and operated transportation vehicles.

### **B.4.1.2.1 Transportation Services Approach**

Clean Harbors will typically perform pick-ups and transportation for the City using our own transport equipment, subcontractor transporters may occasionally be utilized. All vehicles used to service this contract will be suitable for safely transporting hazardous materials. Each vehicle will be equipped with the following:

- ✓ Fire extinguishers, spill clean-up supplies, safety equipment and accident reporting kits.
- ✓ Racks, straps or other suitable devices to secure safety equipment and waste materials.
- ✓ Secondary containment to capture materials in the event of a release while in transit.

Clean Harbors personnel rely on their extensive DOT training, many hours of work experience, and common sense to ensure that loads are secure and conform to US DOT shipping regulations. The process begins when containers are inspected for integrity and conformity with DOT regulations. All containers are inspected for leaks, dents, deterioration, leaking bungs, gaskets, proper rings, and correct labeling and marking. When damaged or off spec containers are discovered, they are either overpacked, re-containerized in DOT shippable containers, or have gaskets, bungs, rings, and labels replaced as necessary.

Box trucks with liftgates are used for most containerized hazardous waste pick-ups and supply drops. We also have a wide variety of vacuum trucks and rolloff trucks for bulk waste shipments. Tractor-trailers provide long-haul shipping of containerized waste from our transfer stations to treatment facilities. Every vehicle used for transporting waste will be maintained in good condition, meet all US DOT requirements and have all inspection stickers, permits and licenses as required by local, state and federal regulatory authorities. In accordance with DOT HM-232, Clean Harbors has developed and implemented a Hazardous Materials Transportation Security Plan that meets the requirements of 49 CFR 172.800(b).

When loading drums onto trucks, special attention is paid to be sure that the number of drums listed on the manifest coincides with the number loaded onto the truck. Care is also taken to load in such a manner as to avoid gaps and spaces that might result in a shifting load. Small containers and odd shaped materials, such as cylinders and batteries, are either overpacked or palletized and shrink-wrapped onto pallets to stabilize them for shipment. Load locks are used to further deter the possibility of the load shifting.

All lab pack waste will normally be removed from the site the day it is packaged, unless prohibited by law. Materials that cannot be transported on the day of the lab pack due to DOT regulations will be packaged and left on site for a milk-run pick-up.

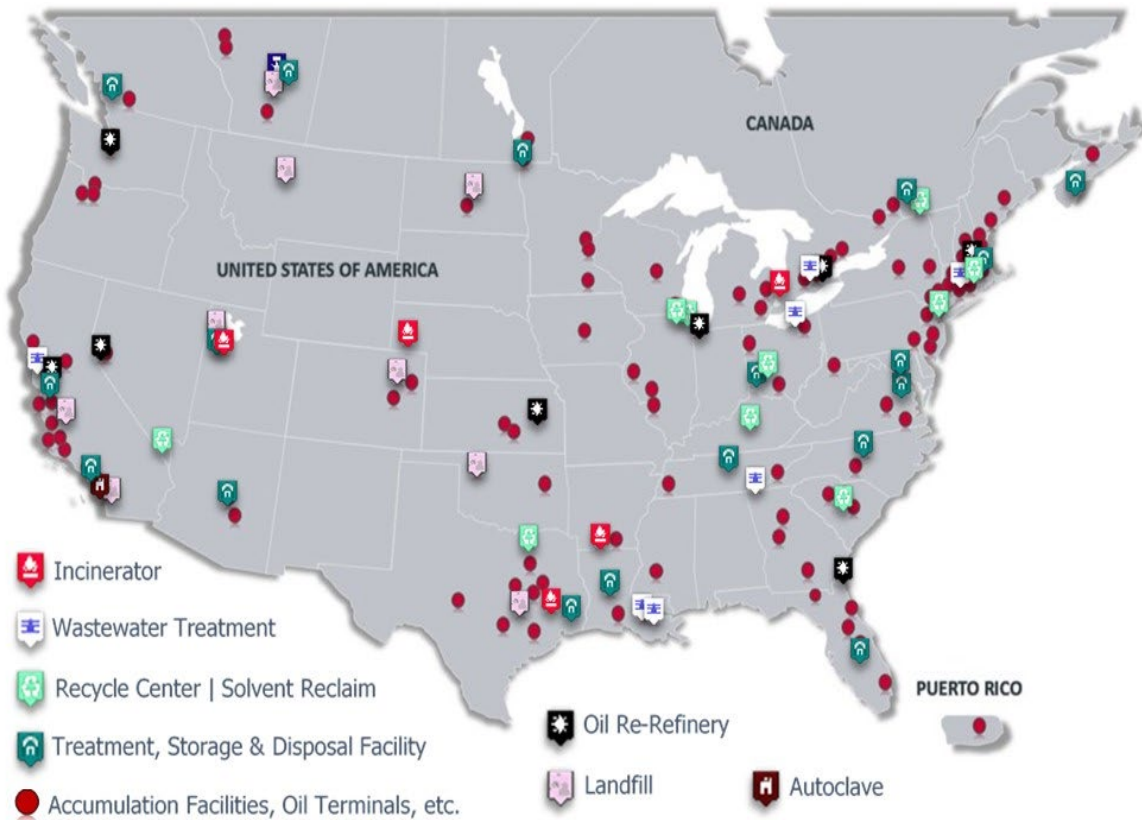
After materials are properly packaged, loaded, labeled and manifested, the waste will be transported to the designated receiving or disposal facility, often this will be Clean Harbors TSDF in Wilmington, CA.

#### **B.4.1.2.2 Waste Disposal**

Clean Harbors will manage the majority of the waste streams from the City's Program internally at our own TSDFs. We will utilize our fully permitted Treatment, Storage & Disposal Facility (TSDF) located in Wilmington, CA as the primary receiving TSDF.

Wilmington TSDF Facility  
Clean Harbors Wilmington, LLC  
1737 East Denni Street  
Wilmington, CA 90744  
Phone: 310-835-9998  
EPA ID: CAD044429835

Clean Harbors owns and operates 100 waste management facilities throughout the United States and Canada. These facilities offer the most diversified array of environmental technologies in the industry. The capabilities of these facilities include: resource recovery, incineration, treatment, thermal destruction, explosives management, stabilization/fixation and secure land disposal. The following map depicts Clean Harbors waste management facilities.



Clean Harbors has a large number of long standing business relationships with reputable recycling facilities for all the following waste types: latex paint/sludge, used oil, oil filters, antifreeze, elemental mercury, household batteries, lead-acid batteries, nickel-cadmium batteries, Universal Waste lamps, CRT and other electronic devices. All Clean Harbors approved disposal/recycling facilities have passed a stringent internal and external compliance audit to ensure that all applicable permits, licenses and financial assurances are met.

The following list identifies the TSDFs and Recycling facilities Clean Harbors intends to utilize to manage the City's waste.

Facility Name and Address	Phone	Waste Streams & Treatment Method	Website	EPA ID #
Clean Harbors Wilmington, LLC 1737 E. Denni Street, Wilmington, CA 90744	310.835.9998	Primary drum receiving TSDF for most waste streams. Method: Transfer & fuels consolidation	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD044429835
Clean Harbors of San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	408.441.0962	TSDF for fuels & WWT streams. Method: Transfer, fuels consolidation & WWT	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD059494310
Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	308.235.8201	Final TSDF for most drummed waste for Incineration. Method: Destructive Incineration	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	NED981723513
Clean Harbors Aragonite, LLC 11600 North Aptus Rd Aragonite, UT 84022	435.884.8351	Final TSDF for PCB & reactive drummed waste for Incineration. Method: Destructive Incineration	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	UTD981552177
Clean Harbors Deer Park, LLC 2027 Independence Pkwy S. La Porte, TX 77571	281.930.4594	TSDF for most cylinders for Incineration & Backup Incinerator. Method: Destructive Incineration	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	TXD055141378
Clean Harbors Clive, LLC 3.5 miles South of Mile Post 49 on I-80 Grantsville, UT 84029	801.323.8900	Final TSDF for bulb recycling. Method: recycle	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	UTD982595795
Clean Harbors La Porte, LLC 500 Independence Pkwy S. La Porte, TX 77571	281.884.5512	Primary receiving TSDF for most cylinders. Method: Transfer	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	TXD982290140
Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	870.864.3692	Final TSDF for Aerosols for Incineration. Method: Destructive Incineration	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	ARD069748192

Facility Name and Address	Phone	Waste Streams & Treatment Method	Website	EPA ID #
Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	661.762.6200	Final TSDF for most landfill waste streams. Method: Hazardous Waste Landfill	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD980675276
Clean Harbors Arizona, LLC 1340 W. Lincoln Street Phoenix, AZ 85007	602.462.2315	TSDF for mercury containing waste streams. Method: Transfer or Mercury Storage	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	AZD049318009
Clean Harbors Grassy Mountain, LLC P.O. Box 22750 Salt Lake City, UT 84122	435.884.8976	Final TSDF for PCB containing waste for landfill waste streams. Method: Hazardous Waste Landfill	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	UTD991301748
Thermo Fluids, Inc., a Clean Harbors company 4301 W Jefferson Street Phoenix AZ 85043	602.272.2400	Final TSDF for oil filters. Method: recycle	<a href="http://www.thermofluids.com">www.thermofluids.com</a>	AZR000003681
All Safe Fire & Security 915 Washington Avenue, North Minneapolis, MN 55401	612.332.3473	Final TSDF for propane cylinders & Fire extinguishers Method: Recycle	<a href="http://www.all-safe.net">www.all-safe.net</a>	MNR000001164
Battery Solutions, Inc. 2618 North Ogden, Ste 105 Mesa, AZ 85215	800.852.8127	Final TSDF for some battery waste streams. Method: Recycle	<a href="http://www.batterysolutions.com">www.batterysolutions.com</a>	AZR000504902
Bethlehem Apparatus 935 Bethlehem Drive Bethlehem, PA 18017	610.838.7034	TSDF for Elemental Mercury. Method: Mercury Retirement	<a href="http://www.bethlehemapparatus.com">www.bethlehemapparatus.com</a>	PA0000453084
Curie Environmental Services 4020 Vassar Dr NE Albuquerque, NM 87107	505.888.9392	Radioactive waste recycling	<a href="http://www.curieservices.com">www.curieservices.com</a>	NMR000015859
DeMenno/Kerdoon dba World Oil 2000 N. Alameda St. Compton, CA 90222	310.537.7100	Recycling of Oil and Antifreeze	<a href="http://www.worldoilcorp.com">www.worldoilcorp.com</a>	CAT080013352



Facility Name and Address	Phone	Waste Streams & Treatment Method	Website	EPA ID #
Electronics Recyclers International 2860 S. East Ave Fresno, CA 93725	559.442.3960	Recycling of CRTs and CEDs	<a href="http://www.eridirect.com">www.eridirect.com</a>	CAD000293898
Hazmat TSDf Inc. (former FRS) 180 West Monte Avenue Rialto, CA 92376	855.242.9628	Recycling of latex paint	<a href="http://www.usahazmat.com">www.usahazmat.com</a>	CAD982444481
Industrial Container 1051 Union Street Montebello, CA 90640	323.724.8507	Recycle of Empty Drums	<a href="http://www.iconserv.com">www.iconserv.com</a>	No EPA ID Required
Kinsbursky Brothers, Inc. 125 East Commercial St, Suite A Anaheim, CA 92801	714.738.8516	TSDf for some battery waste streams. Method: Transfer or Recycle	<a href="http://www.kinsbursky.com">www.kinsbursky.com</a>	CAD088504881
Lighting Resources LLC 805 E Francis Street Ontario, CA 91761	909.923.7252	Backup Final TSDf for light bulbs Method: Recycle	<a href="http://www.ezontheearth.com">www.ezontheearth.com</a>	None- Recycler
Phibro-Tech Inc. 8851 Dice Rd Santa Fe Springs, CA 90670	562.698.8036	Metals bearing waste recycling and caustic waste treatment	<a href="http://pahc.com/">pahc.com/</a>	CAD008488025
Retriev Technologies, Inc. 8090 Lancaster Newark Rd Baltimore, OH 43105	877.461.2345	Final TSDf for batteries packed in Big Green Box. Method: Recycle	<a href="http://www.retrievtech.com/">www.retrievtech.com/</a>	OHR000038513
Veolia ES Technical Solutions Llc 5736 West Jefferson, Phoenix Arizona 85043	800.368.9095	Mercury retorting and Ballast and Lamp recycling	<a href="http://veoliaes.com">Phoenix, AZ Facility (veoliaes.com)</a>	AZ0000337360
WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	484.322.0300	Ballast and Lamp recycling	<a href="http://www.wmlamptracker.com">www.wmlamptracker.com</a>	AZD982434185

Clean Harbors reserves the right to modify the above proposed TSDFs.

Please see Attachment 1 for 3 year compliance histories for the above TSDFs/ facilities.

### B.4.1.3 Staffing Plans

Our San Diego Service Center has over 50 experienced and trained field employees ready to provide the requested services to the City. A dedicated team of professionals consisting of our District Manager, General/ Branch Managers, Project Managers, Health & Safety Manager, and an Account Manager will manage the City's contract.

Our Branch Manager, Jacinto Benitez and District Manager, John "JB" McLamore, will provide management oversight for the services provided to the City. Both Mr. Benitez and Mr. McLamore have prior experience in numerous field operations and management positions within the hazardous waste management industry. Mr. Benitez and Mr. McLamore each have large support teams that will be responsible for appropriating equipment and arranging for the waste pickups, as well as coordinating invoicing and reporting activities. Jacinto and JB both report to Antonio Jaramillo, District Vice President, who is ultimately responsible for all operational activities and decisions within Clean Harbors' Southwest District.

Mr. Benitez and his Technical Services support staff will handle the characterizing, packaging, profiling, and/or transporting of the City's routinely generated waste streams. Our Technical Services Field Chemists will be responsible for segregating, classifying, inventorying, packing, labeling, marking and loading labpack waste. They will also provide identification for unknown wastes by conducting field hazard categorization tests as well as prepare all of the necessary regulatory documentation. Our Field Chemists will be assisted by Technicians.

Mr. McLamore's Field Services staff will be responsible for managing emergency response services, abandoned waste, storm drain cleanouts, tank cleaning and small remediation projects for the City. Mr. Julian Bruno and Mr. Jeff DuRussel in our San Diego Field Services branch will serve as our Field Services Project Managers for the City. The Project Managers will oversee planning, provide technical advice, and will act as liaisons between the City and Clean Harbors. The Project Managers will be responsible for appropriating equipment and arranging services, as well as coordinating invoicing and reporting. Our San Diego Field Services staff members have previous experience in providing services similar to those requested in the City's RFP.

Mr. Russ Stogsdill, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development for the contract.

Our CleanPack Chemists will be responsible for segregating, classifying, inventorying, packing, labeling, marking and loading labpack waste. They will also provide identification for unknown wastes by conducting field hazard categorization tests as well as prepare all of the necessary regulatory documentation.

Field Services Project Manager, Julian Bruno, will serve as Project Manager for projects completed by our Field Services group. The Project Manager will oversee planning, provide technical advice, and will act as liaison between the City and Clean Harbors. Julian will be responsible for appropriating equipment and arranging for services, as well as coordinating invoicing and reporting. Clean Harbors is responsible for controlling the quality of work, the work schedule and budget. It is the direct responsibility of the Clean Harbors Project Manager to ensure these requirements are consistently maintained throughout the project.

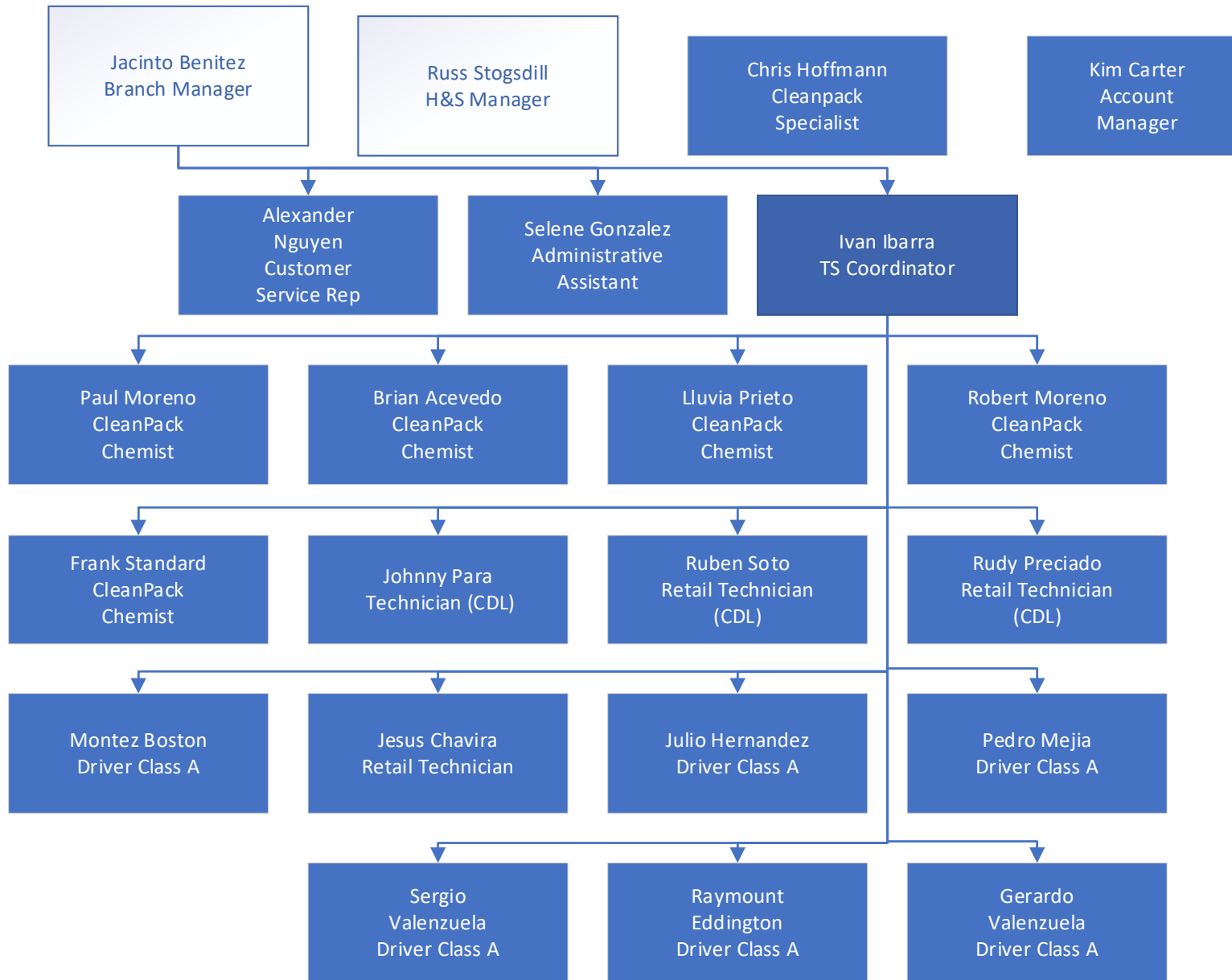
Our Field Service Supervisors and Foremen will be responsible for the supervision of Field Technicians, ensure that Health & Safety requirements are adhered to and that the work is performed on time and within budget.

Support from our Remediation Services group for large scale remediation projects will be led by Larry Izzo, Remedial General Manager, and will be available on an as needed basis.

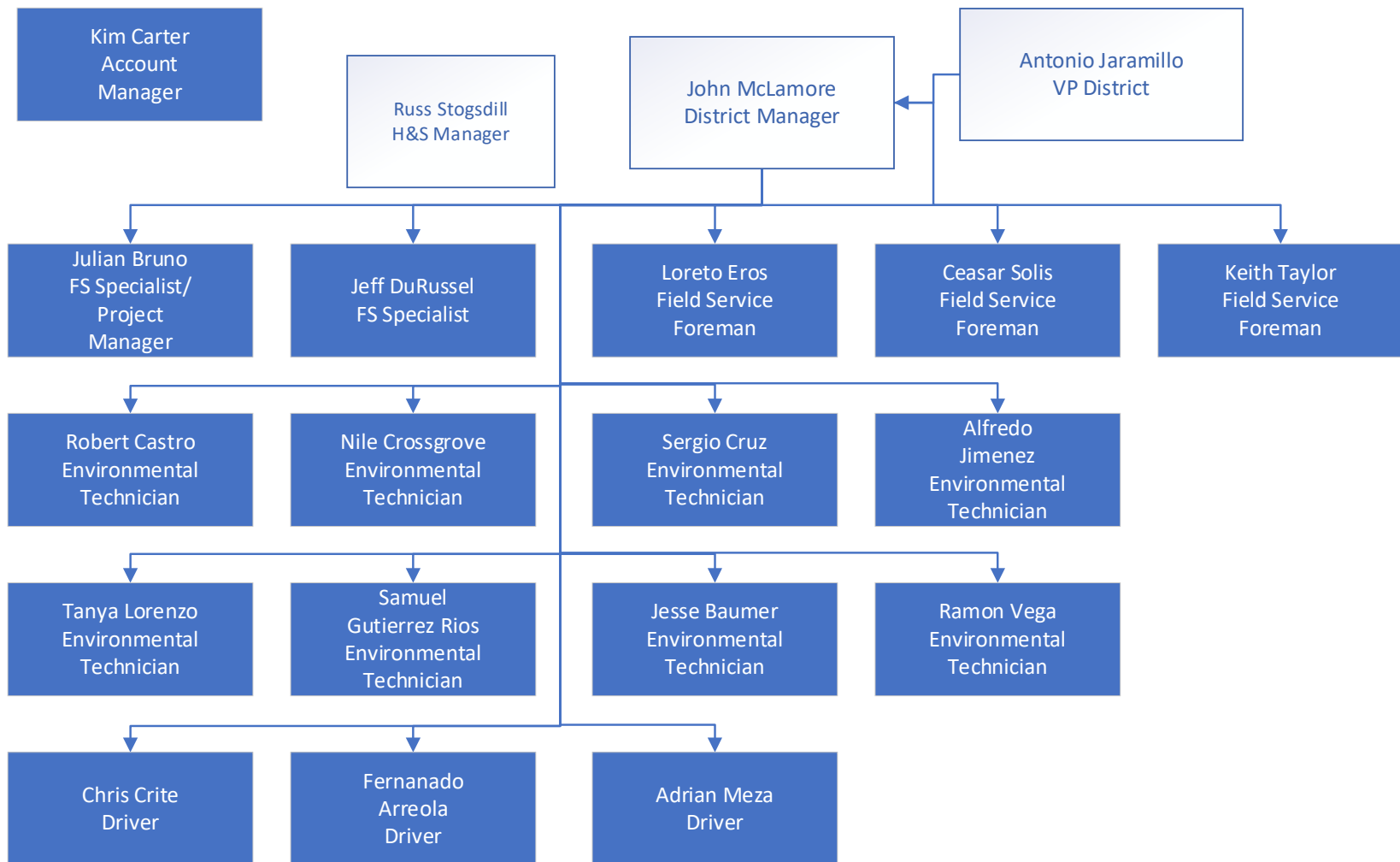
Kim Carter, your Clean Harbors Account Manager, will be the contract administrator for the City and will serve as primary administrative contact for the City. Kim has 30 years of experience in the hazardous waste industry providing customer service and sales to numerous large hazardous waste generators. Ms. Carter has 20 years' experience working specifically with the City of San Diego.

The following organizational charts depict Clean Harbors personnel at our San Diego service center. This team will be the primary provider of the requested services to the City. Clean Harbors does not intend to subcontract any key staff.

### B.4.1.3.1 Clean Harbors Technical Services Organization - San Diego CA



**B.4.1.3.2 Clean Harbors Field Services Organization - San Diego CA**



**Staff Qualifications**

<b>Name</b>	<b>Title</b>	<b>Education</b>	<b>Experience</b>
Jacinto Benitez	Technical Services Branch Operations Mgr. – San Diego	Master of Public Administration B.A.-Political Science	18 years Environmental Industry Experience
Erik Klimiuk	Field Services Branch Operations Mgr. – San Diego	Master of Business Administration	10 years Environmental Industry Experience
Kim Carter	Account Manager	B.A.-Psychology	35 years Environmental Industry Experience
Russ Stogsdill	Regional Health & Safety Manager	Specialized Hazardous Waste Training; Member, American Society of Safety Engineers	28 years Health & Safety Experience
Ivan Ibarra	Technical Services CleanPack Coordinator	A.S.-Fire Science Technology Specialized Hazardous Waste Training	6 years 8 months Environmental Industry Experience
Steven Pico	Technical Services CleanPack Specialist	B.S.-Business Administration Specialized Hazardous Waste Training	5 Years 4 months Environmental Industry Experience
Lluvia Prieto	Technical Services CleanPack Chemist	B.A.-Environmental Studies, Specialized Hazardous Waste Training	2 Years 4 months Environmental Industry Experience
Brian Acevedo	Technical Services CleanPack Chemist	Specialized Hazardous Waste Training	10 Years 3 months Environmental Industry Experience
Roberto Moreno	Technical Services CleanPack Chemist	Specialized Hazardous Waste Training	9 Years 6 months Environmental Industry Experience
Frank Standard	Technical Services CleanPack Chemist	Specialized Hazardous Waste Training	2 Years 1 months Environmental Industry Experience
Paul Moreno	Technical Services CleanPack Chemist	Specialized Hazardous Waste Training	1 Year 10 months Environmental Industry Experience
Julian Bruno	Field Services Project Manager	Specialized Hazardous Waste Training	11 Years Environmental Industry Experience
Jeff DuRussel	Field Services Project Manager	Specialized Hazardous Waste Training	6 Years Environmental Industry Experience

**Resumes of Key Personnel**

Resumes of key proposed staff are on the following pages.

<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	John "JB" McLamore District Operations Manager Clean Harbors Environmental Services 4004 W Earhart Way Chandler, Arizona 85226			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	16	<b>With Other Firms:</b>	14
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	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			
<b>e.</b>	<b>Other Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>While serving his country in the US Army, Mr. McLamore was an integral member of the 520<sup>th</sup> 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</li> </ul>			

	<p>and assessment of troop health hazards. He worked in the Biochemistry and Environmental 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"> <li>• 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.</li> <li>• 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 16<sup>th</sup> 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 16<sup>th</sup> Med Log chemical/biological DECON team.</li> <li>• 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.</li> </ul>
<b>f.</b>	<b>Environmental &amp; Health and Safety Training:</b>
	<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>



<b>a. Name, Title &amp; Local Company Address:</b>				
Julian Bruno Field Services Specialist Clean Harbors Environmental Services, Inc. 6465 Marindustry Dr. San Diego, CA 92121				
<b>b. Corporate Address:</b>				
Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
<b>c. Years Experience – With This Firm:</b>	4	<b>With Other Firms:</b>	6	
<b>d. Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>				
<ul style="list-style-type: none"> <li>▪ High School Diploma- National University-CCC Extension- Vista, CA</li> <li>▪ Class B Commercial Drivers License with Hazardous Materials Endorsement</li> <li>▪ CPR   First Aid</li> </ul>				
<b>e. Other Experience and Qualifications:</b>				
<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> </ul>				
<b>f. Environmental &amp; Health and Safety Training:</b>				
<ul style="list-style-type: none"> <li>▪ 40-Hour OSHA HAZWOPER</li> <li>▪ 8-Hour OSHA HAZWOPER Annual Refresher</li> <li>▪ 24-Hour Annual RCRA Training</li> <li>▪ DOT Regulations Training for Hazardous Materials Employees</li> </ul>				

	<ul style="list-style-type: none"><li>▪ Confined Space Entry &amp; Rescue Training</li><li>▪ Emergency Response Training</li><li>▪ Blood-borne Pathogens Training</li><li>▪ Medical Surveillance Program   Quantitative Fit Test</li></ul>
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<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	Jacinto V. Benitez Technical Services Branch Manager   Contract Project Manager Clean Harbors Environmental Services 3495 Kurtz Street San Diego, California 92110			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	16	<b>With Other Firms:</b>	2
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	<ul style="list-style-type: none"> <li>▪ B.A. Political Science – California State University San Marcos</li> <li>▪ 40-Hour Clean Harbors CleanPack® Chemist Training</li> <li>▪ CPR   First Aid</li> </ul>			
<b>e.</b>	<b>Other Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>• As a Branch Manager, Jacinto Benitez is responsible for complete project management. Duties include scoping and quoting, maintaining customer satisfaction, and ensuring a consistent level of service from all Clean Harbors product lines for the assigned HHW clientele within Southern California. His duties include, but are not limited to: overseeing field chemists, truck drivers, and other personnel to effectively and efficiently fulfill local municipal contracts; assists with developing proposal / bid responses, including attending pre-bid meetings; serving as primary liaison for communication between HHW customers and Clean Harbors. He ensures that all required generator reports (i.e. CIWMB Form 303, CESQG, etc.) are correct and submitted in a timely manner. 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.</li> <li>• Jacinto Benitez began his career with Clean Harbors in 2005 as an InSite Chemist. Within seven years he was promoted to HHW Program Manager overseeing the Riverside County of Waste Resources HHW Program, then moved onto City of Los Angeles HHW Program, and Los Angeles County Sanitation HHW. He was promoted to Technical Services Branch Manager January 2019.</li> </ul>			
<b>f.</b>	<b>Environmental &amp; Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>▪ 40-Hour OSHA HAZWOPER</li> <li>▪ 8-Hour OSHA HAZWOPER Annual Refresher</li> <li>▪ DOT Regulations Training Hazardous Materials Employees</li> <li>▪ Cylinder Evaluation and Shipment Training</li> <li>▪ HHW Supervisor Training</li> </ul>			
	<ul style="list-style-type: none"> <li>▪ Blood-borne Pathogens Training</li> <li>▪ Medical Surveillance Program   Quantitative Fit Test</li> </ul>			

<b>a.</b>	<b>Name, Title and Local Company Address:</b>			
	Ivan Ibarra Technical Services Coordinator Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92121			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years' Experience – With This Firm:</b>	6	<b>With Other Firms:</b>	2
<b>d.</b>	<b>Education: Degree(s)   Specialization and Licenses   Registrations</b>			
	<ul style="list-style-type: none"> <li>AS, Fire Science – Southwestern College</li> <li>40-Hour Lab Pack Chemist Training</li> <li>Certified Emergency Medical Technician</li> <li>CPR   First Aid</li> </ul>			
<b>e.</b>	<b>Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>As Technical Services Coordinator, Ivan Ibarra is directly responsible for operational execution of all lab pack and waste transportation and disposal operations for Southern California. His duties include supervising chemists and truck drivers, organizing personnel and equipment, supervising all large-scale household hazardous waste collection events and lab pack projects, and ensuring the health and safety of his employees.</li> <li>Mr. Ibarra began his career with Clean Harbors as a Chemist at the San Diego branch. He was responsible for segregating known waste; testing and characterizing unknown waste; sampling, profiling, packaging, labeling, and manifesting all waste for transportation and disposal; and transporting waste from customer sites to the Service Center.</li> </ul>			
<b>f.</b>	<b>Environmental, Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>40-Hour OSHA HAZWOPER</li> <li>08-Hour OSHA Annual Refresher Training</li> <li>24-Hour Annual RCRA Training</li> <li>16-Hour DOT Regulations Training for Hazardous Materials Employees (triennial)</li> <li>HHW Supervisor Training</li> </ul>			

<b>a.</b>	<b>Name, Title and Local Company Address:</b>			
	Roberto Moreno Chemist Clean Harbors Environmental Services 6465 Marindustry Dr. San Diego, California 92121			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years' Experience – With This Firm:</b>	9	<b>With Other Firms:</b>	2
<b>d.</b>	<b>Education: Degree(s)   Specialization and Licenses   Registrations</b>			
	<ul style="list-style-type: none"> <li>• 40-Hour Lab Pack Chemist Training</li> <li>• Class B Commercial Driver's License w/Hazardous Materials Endorsement</li> </ul>			
<b>e.</b>	<b>Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>• As a Chemist for Clean Harbor's San Diego Service Center, Mr. Moreno is responsible for segregating known waste; testing and characterizing unknown waste; sampling, profiling, packaging, labeling, and manifesting all waste for transportation and disposal; and transporting waste from customer sites to the Service Center.</li> <li>• 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.</li> </ul>			
<b>f.</b>	<b>Environmental, Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>• 40-Hour OSHA HAZWOPER</li> <li>• 24-Hour Annual RCRA Training</li> <li>• 16-Hour DOT Regulations Training for Hazardous Materials Employees</li> <li>• HHW Supervisor Training</li> </ul>			

<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	<p>Russ Stogsdill  Regional Health &amp; Safety Manager  Clean Harbors Environmental Services, Inc.  3495 Kurtz Street  San Diego, California 92110</p>			
<b>b.</b>	<b>Corporate Address:</b>			
	<p>Clean Harbors Environmental Services, Inc.  42 Longwater Drive  Norwell, Massachusetts 02061</p>			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	12	<b>With Other Firms:</b>	21
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	<ul style="list-style-type: none"> <li>• AAS Occupational Health &amp; Safety, Columbia Southern University</li> <li>• Certification Industrial Hygiene Management (CIHM)</li> </ul>			
<b>e.</b>	<b>Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>• As the Regional Health &amp; 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 &amp; 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.</li> <li>• Russ Stogsdill held EH&amp;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 &amp; 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.</li> </ul>			
<b>f.</b>	<b>Environmental &amp; Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>• 40-Hour OSHA HAZWOPER</li> <li>• 8-Hour OSHA HAZWOPER Annual Refresher &amp; OSHA Hazardous Waste Supervisor</li> <li>• 24-Hour RCRA</li> </ul>			

	<ul style="list-style-type: none"><li>• DOT HM151/215</li><li>• Respiratory Program Administrator</li><li>• Workplace Safety Inspections</li><li>• CPR/First Aid</li><li>• Hazardous Waste Operations and Emergency Response Technician</li><li>• Confined Space Entrant Attendant &amp; Supervisor</li><li>• OSHA Recordkeeping</li></ul>
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<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	Lawrence Izzo, P.E. Remedial General Manager 55 Silicon Drive McCarran, NV 89434			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	14	<b>With Other Firms:</b>	6
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	B.S. Environmental Engineering – University of New Hampshire (2002) Nevada Certified Environmental Manager #1971 Nevada Professional Engineer License #020502 (Environmental)			
<b>e.</b>	<b>Qualifications:</b>			
	<p>As the Remedial General Manager, Mr. Izzo supervises a team of chemical, mechanical, civil, structural, instrumentation and controls engineers and has the overall responsibility for the group’s project management and business development.</p> <p>Previously, as a Remedial Project Manager Larry gained many valuable project management skills. His duties of included:</p> <ul style="list-style-type: none"> <li>• Project Management (financial and operations) for projects involving waste disposal, remediation, and earthwork</li> <li>• Health and Safety Training for operators and other project managers</li> <li>• Cost estimation and proposals for job opportunities</li> <li>• Engineering support for proposal requirements and project deliverables</li> </ul> <p>Mr. Izzo began his career with Clean Harbors in October 2008.</p>			
<b>f.</b>	<b>Major Project Experience:</b>			
	<ul style="list-style-type: none"> <li>• Basic Substation Remediation, Phase 02 (US DOE Western Area Power. Henderson, NV): Project consists of removing contamination of transformer and maintenance yards previously utilized by US DOE. Western Area Power created scope to clean up property and remove any remaining potential contamination sources in accordance with the Nevada DEP clean up goals. Project includes the removal of source contaminated soil in former transformer yards, removal of source area contamination beneath underground tunnel sumps, draining and removal of PCB oil pipeline, investigating a potential buried drum area, abatement of underground asbestos conduit and piping, and removal of contaminated concrete. I was responsible for the complete management of this project which included: management of all costs and invoicing, delegation and management of a multidisciplinary group of subcontractors, coordination of all waste disposal and logistics, and tasked with health and safety of all personnel on site. Contract value to date is \$12.4 million.</li> <li>• OTC Soil Remediation (Freeport MacMoRan Copper and Gold. Fort Wayne, IN): Project included the removal of gasoline contaminated soil as part of a voluntary cleanup through Indiana DEM. Project included management of overburden to 10 feet bgs, removal and disposal of buried municipal waste, installation and removal of shoring by subcontractor, removal of contaminated soil, and backfill excavation and returning site to original grade. As project manager my duties included the procurement and coordination of 3<sup>rd</sup> party transportation and</li> </ul>			



	<p>disposal, management of CHES labor force, oversight of shoring subcontractor, and cost management of project budget. Total project value of \$615,000.</p> <ul style="list-style-type: none"> <li>• Lockheed Martin Soil Remediation (The Dalles, OR): Project involved the excavation and disposal of soil from an abandoned industrial dumping ground. I provided project management support which included: oversight of operations crew, supervision of third party transportation, health and safety, equipment logistics, and financial management of vendors. Total project value of \$138,000.</li> <li>• Norse Windfall Leach Pad (US Bureau of Land Management. Eureka, NV): Project consisted of regarding former leach heap, disposal of hazardous and non-hazardous debris, decommissioning and disposal of PCB transformers, installation of Gabion Mattresses, demolition and disposal of existing buildings, and installation of new roadside drainage system. Provided project support including tracking project costs, coordination with vendors for equipment and supply logistics. Total project value of \$1.1 million.</li> </ul>
g.	<b>Environmental &amp; Health and Safety Training:</b>
	<ul style="list-style-type: none"> <li>• 40-hr OSHA HZWOPER</li> <li>• DOT Hazmat overview</li> <li>• Excavation Competency Certification (29 CFR 1926.651)</li> </ul>

<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	Erik Klimiuk Clean Harbors Environmental Services 6465 Marindustry Dr. San Diego, CA 92121			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	<1 yr	<b>With Other Firms:</b>	10
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	<ul style="list-style-type: none"> <li>▪ Master of Business Administration – Eastern University, PA,</li> <li>▪ Various on the Job Training</li> </ul>			
<b>e.</b>	<b>Other Experience and Qualifications:</b>			
	<ul style="list-style-type: none"> <li>▪ Mr. Klimiuk is an experienced environmental manager with 10 years’ experience in the environmental industry. During the past 10 years, he has been involved in numerous projects involving toxic and hazardous materials that have required many different methods of sampling, analysis, classification, transport and disposal.</li> <li>▪ As the Field Service Branch Manager, Mr. Klimiuk 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.</li> <li>▪ Mr. Klimiuk join Clean Harbors in May 2023.</li> </ul>			
<b>f.</b>	<b>Environmental &amp; Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>▪ 40-Hour OSHA HAZWOPER</li> <li>▪ 8-Hour OSHA HAZWOPER Annual Refresher</li> <li>▪ 24-Hour Annual RCRA Training</li> <li>▪ DOT Regulations Training Hazardous Materials Employees</li> <li>▪ Confined Space Entry &amp; Rescue Training</li> <li>▪ Emergency Response Training</li> <li>▪ Blood-borne Pathogens Training</li> <li>▪ Medical Surveillance Program   Quantitative Fit Test</li> </ul>			

<b>a.</b>	<b>Name, Title &amp; Local Company Address:</b>			
	Kim Carter Technical Services Account Manager Clean Harbors Environmental Services, Inc. 6465 Marindustry Drive San Diego, California 92121			
<b>b.</b>	<b>Corporate Address:</b>			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061			
<b>c.</b>	<b>Years Experience – With This Firm:</b>	20	<b>With Other Firms:</b>	10
<b>d.</b>	<b>Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>			
	<ul style="list-style-type: none"> <li>▪ B.A. Psychology, Bethel College, St. Paul, Minnesota</li> <li>▪ The Counselor Salesperson (CSP) Training</li> <li>▪ Negotiating to Yes Training</li> <li>▪ Professional Selling Skills Training</li> </ul>			
<b>e.</b>	<b>Other Experience and Qualifications:</b>			
	<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>			
<b>f.</b>	<b>Environmental &amp; Health and Safety Training:</b>			
	<ul style="list-style-type: none"> <li>▪ 40-hour HAZWOPER</li> <li>▪ Federal DOT Hazardous Materials Transportation Safety &amp; Compliance</li> <li>▪ 8-hour first aid/CPR</li> <li>▪ Waste Profiling Training</li> <li>▪ Waste Sampling Training</li> <li>▪ LDR and Manifest Training</li> </ul>			

### B.4.1.4 Local Equipment Resources

The following is a listing of equipment in our San Diego service center which is readily available for projects for the City. Should additional equipment resources be necessary, they are readily available from Clean Harbors other Service Centers in Southern California and/or from several of our established rental equipment vendors and subcontractors.

<b>Clean Harbors San Diego Service Center 6465 Marindustry Drive San Diego, CA 92121</b>		
<b>Equipment Description</b>	<b>Make, Key Features</b>	<b># of Units</b>
<b>Vehicles &amp; Transport Equipment</b>		
Vacuum Truck, Straight	PETERBILT, 70 BBL	1
Stake Body/Utility Truck	FORD 450	1
Stake Body/Utility Truck	FORD 550	2
Stake Body/Utility Truck	FORD 350	1
Crew Cab Pickup	FORD 250	1
Crew Cab Pickup	DODGE RAM	3
Box Truck	PETERBILT	4
Box Truck	ISUZU	1
Box Truck	KENWORTH	2
Box Truck	FREIGHTLINER	2
Double Rolloff Truck	Dragon	1
Double Rolloff Truck	Pion RO Trailer	1
Semi Tractor	PETERBILT	2
Van Trailer	Great Dane	3
Van Trailer	Hyundai	1
Van Trailer	Wabash	2
Van Trailer	Trailmobile	4
<b>Pumps and Pressure Equipment</b>		
Pressure Washer STEAM X	STEAM X	1
<b>Environmental Monitoring Equipment</b>		
5-Gas Meter	MSA	1
<b>Generators / Compressors / Light Towers</b>		
3500 GENERATOR	BRIGGS AND STRATTON	1
<b>Health and Safety Equipment</b>		
TRIPOD & WINCH	MSA	1
SCBA Units	MSA	2
<b>Miscellaneous</b>		

Emergency Response Trailer		1
<b>Rolloffs and Bins</b>		
Rolloff bins	40 CY Rolloff bins	4
Rolloff bins	20 CY Rolloff bins	7
Vacuum bins	Vacuum bins	2
Additional bins are readily available from Clean Harbors national pool of rolloff equipment		

### B.4.1.5 Expertise and Past Performance

Clean Harbors is a leading provider of environmental, energy and industrial services throughout North America. The Company serves over 300,000 customers, including a majority of the Fortune 500 companies, thousands of smaller private entities and numerous federal, state, provincial and local governmental agencies.

Headquartered in Norwell, Massachusetts, Clean Harbors has more than 700 services locations, including numerous waste management facilities, throughout the United States, Canada, 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’ waste with minimal risk or liability.

Clean Harbors provides a full range of hazardous waste management and emergency response services, including classifying, segregating, recovering, packaging, decontaminating, transporting, recycling, treating, and disposing of a wide variety of hazardous materials. Clean Harbors has the capability to rapidly deploy personnel and equipment to respond to releases of oil and hazardous materials in marine, surface and subsurface environments. We have established specially trained emergency response teams, which operate on a 24-hour basis from strategically located response centers throughout the United States. As a leader in chemical/petroleum responses, Clean Harbors is a certified U. S. Coast Guard responder for incidents involving river/canal, inland/nearshore, and the Great Lakes regions.

Clean Harbors employs nearly 20,000 people, 2,900 of whom are actively involved in hazardous waste management related services and over 500 are experienced in emergency response hazardous materials containment and clean-up. 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.

The various divisions of Clean Harbors and the full range of services we provide is summarized on the next two pages.

COMPANY SERVICES

**ENVIRONMENTAL SERVICES**

**TECHNICAL SERVICES**

**Waste Management**

- Airbag disposal
- Bulk waste disposal
- Catalyst Treatment
- Consumer products disposal
- Container management
- Drum waste disposal
- Explosives management
- Hazardous and non-hazardous waste disposal
- Large-scale waste removal and disposal projects
- PCB disposal
- Waste transportation services

**Recycling Services**

- Chemicals and solvents
- Electronic and obsolete equipment
- Light bulb recycling
- Reuse, recycling and reclamation
- Used oil and oil products

**Chemical Packing**

- CleanPack® chemical packing
- CustomPack® self-pack program
- Cylinder and compressed gas management
- DEA controlled substance management
- Laboratory moves
- Radioactive services and disposal
- Reactive material services

**Household Hazardous Waste Services**

- Agricultural and pesticide collections
- Consulting services
- Door-to-door collection programs
- Permanent collection facilities
- Small quantity generator programs
- Special waste events
- Temporary one-day collections
- Universal waste programs

**Online Services**

- Drum scheduling
- Management reports
- Profile management

**InSite Services®**

- Customized on-site environmental service
- Environmental program administration
- Management and regulatory reporting

**Healthcare Services**

- Biohazardous waste
- Compliance services
- Emergency response
- Facility clean-up services
- Hazardous waste
- Laboratory chemical packing
- On-site management programs
- Pathological waste
- Pharmaceutical waste
- Sharps management
- Trace chemotherapy waste

**Treatment and Disposal Technologies**

- Fuel Blending
- Incineration
- Landfill
- Shredding
- Wastewater Treatment

**FIELD SERVICES**

**Cleaning Services**

- Decontamination
- Rail-car cleaning and inspection
- Scarifying and media-blasting
- Steam cleaning
- Tank cleaning

**Other Scheduled Services**

- Demolition and dismantling
- Excavation and removal
- Facility closures
- Filtration and treatment services
- Maritime services
- Product recovery and transfer
- Remediation services
- Vacuum truck services

**Emergency Response**

- Biological and infectious agents
- Chemical and hazardous material spills
- Disaster recovery services
- Emergency pump-outs
- Emergency waste disposal
- National response coverage programs
- Oil spill cleanup
- Standby emergency response coverage

**SAFETY-KLEEN ENVIRONMENTAL SERVICES**

**Parts Cleaning Technologies**

- Aqueous & solvent chemistries
- Aqueous & Solvent parts washers
- Paint gun cleaners

**Products**

- Absorbents and wipers
- Antifreeze/coolant, windshield washer fluid
- Oils, lubricants
- Safety-Kleen PRO professional products

**Vacuum Services**

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

**Emergency Response**

- Chemical- hazardous material spill response
- Oil spill response

**Containerized Waste Services**

- Automotive waste
- Fuel blending
- Hazardous waste
- Incineration services
- Industrial waste
- Landfill disposal
- Universal waste
- Wastewater treatment



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## COMPANY SERVICES

### HPC INDUSTRIAL

#### Daylighting and Hydro Excavation

- Bell holes
- Daylighting
- Ditching and trenching
- Line locating services
- Pier holing
- Potholing
- Rig cleaning
- Spill cleanup
- Tank cleaning
- Trench and shoring boxes

#### InSite Services®

- Customized on-site industrial services

#### Industrial and Specialty Services

- Chemical cleaning
- Chemical hauling
- Decoking and pigging services
- Dewatering and materials processing
- DryAsh™
- Hands Free technologies™
- High-pressure services
- Hydro excavation
- Liquid/Dry vacuum services
- Outage and turnaround services
- Re-Source Solutions
- Ultrasonic cleaning technology

#### Production Services

- Chemical hauling
- Coil tubing
- Continuous rod services
- Fluids handling, transportation and disposal
- Flush-by services
- Hot oiling
- Hydro vac services
- Pressure trucks
- Solids handling, transportation and disposal
- Vaportight tank production packages

### OIL, GAS AND LODGING SERVICES

#### Seismic Services

- Civil water and sewer infrastructure construction
- Environmental and geotechnical drilling
- Kodiak BAGTRACKER™ system
- Land and aerial surveying (LiDAR mapping)
- Land development
- Line clearing and right of way clearing
- Line locating services
- Mulching and hand cutting
- Seismic drilling
- Seismic line cutting

#### Surface Rentals

- Auger tank technology
- Centrifuges
- Chemical hauling
- Drill camps and catering
- Drilling fluids recovery systems
- Generators
- Light towers
- Matting
- Sanitherm® water services
- Solids control
- Tank farms
- Wastewater treatment systems
- Wellsite trailers

#### Lodging Services

- Client closed and open lodges
- Drill camps
- Manufacturing
- Permanent and temporary camps
- Sanitherm® water services
- Wastewater treatment plants

#### Additional Services

- Downhole production services
- Drilling fluids and solids disposal
- Fracking water treatment and disposal
- Roll off and frac tanks
- Transport production services

### SAFETY-KLEEN SUSTAINABILITY SOLUTIONS

#### Oil Solutions

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

#### Products

- Base oil
- Blended lubricants
- Byproducts and reprocessed fuel oil (RFO)



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A Clean Harbors Company

#### **B.4.1.5.1 Technical Services Offerings**

Clean Harbors Technical Services provides the pickup and transportation of containerized and bulk wastes, as well as categorizing, packaging and removing laboratory chemicals (CleanPack) for disposal. Through a network of Technical Service Centers, trucks are typically dispatched on predetermined “milkrun” schedules to pick waste up from customer locations for delivery to a Clean Harbors Transfer, Storage and Disposal Facility (Transportation & Disposal, a.k.a. T&D). Additional services offered by our technical services group include waste bulking/consolidation and unknowns identification.

For generators that choose to package their own waste lab packs, Clean Harbors offers CustomPack®, where customers can lab pack their own waste for later transport and disposal via Clean Harbors. Clean Harbors' CustomPack®, Self-Pack Program, has been developed for customers with the resources and experience to manage and package their own waste chemicals. Clean Harbors provides training, technical support and custom designed guidelines to help clients package wastes safely, cost effectively and in compliance with all local, state and federal regulatory agencies.

#### ***CleanPack® Chemical Management Services -aka Lab Packing***

Clean Harbors provides specialized handling, packaging, transportation and disposal of laboratory quantities (5 gallon containers or smaller) of hazardous wastes. CleanPack chemists utilize the company's proprietary waste management software system to support the lab pack services and complete the regulatory information required for every pick-up.

Clean Harbors' CleanPack Teams' responsibilities are to properly categorize and separate the waste according to Department of Transportation chemical compatibility guidelines (49 CFR 173.12), State compatibility regulations and ultimate disposal facility packaging protocol. Labpack waste is packaged in accordance with the regulations and ultimate disposal facility packaging requirements, maximizing the amount of allowable waste packaged per container.

Clean Harbors generates all the necessary regulatory documentation in accordance with all applicable local, State and Federal hazardous waste regulations.

#### **B.4.1.5.2 Field Services Offerings**

Our Field Service crews and equipment are dispatched on a planned or emergency basis to manage routine cleaning in hazardous environments or emergencies such as a chemical spill cleanups, biohazardous waste decontamination, etc. Clean Harbors Field Services offers a wide variety of services including Emergency Response, Site Decontamination, Excavation and Removal, Product Recovery & Transfer, Scarifying and Media-Blasting, Tank Cleaning, Vacuum Services, Utility Services, Demolition, PCB Management and Disposal, Remediation and Environmental Construction, and Rail Car Cleaning.

#### **B.4.1.5.3 Transportation and Disposal Service Offerings**

##### ***Transportation Services***

Clean Harbors provides hazardous waste transportation services using its own organization, employees, and resources which include a fleet of thousands of permitted waste hauling vehicles and intermodal



containers. Our drivers and milkrun service systems make up an integral part of Clean Harbors' waste management services.

*Truck Transportation:* Clean Harbors owns and operates a wide variety of transportation vehicles and employs drivers who are fully trained to comply with all DOT and RCRA regulations. Central control is maintained to ensure vehicle maintenance and control of proper permitting. Local maintenance facilities are staffed by our own mechanics for maximum on time performance. A sampling of vehicles in the Clean Harbors fleet includes box trucks, dump trailers, explosion-proof mixing tanks, liquid and solid waste transports, roll-off containers, tankers, sludge boxes, tractors, vacuum containers, vacuum trucks and van trailers.

*Clean Harbors' Transportation Compliance Department* oversees the transport and transport-related activities by implementing and managing all applicable rules and regulations as mandated by the U. S. Department of Transportation (US DOT), Research and Special Programs Administration, Federal Motor Carrier Safety Administration, Federal Aviation Administration, Maritime Administration, Federal Railroad Administration, Transport Canada, and other associated agencies at the local, state, provincial and federal level.

The Transportation Compliance Department brings 50-plus years of experience in the management of hazardous materials and driver regulations and presents and maintains a fleet of vehicles and personnel that represents the image, professionalism and service of Clean Harbors. With service encompassing an enormous geographical area, the Transportation Compliance Department monitors and maintains an entire array of transportation permits and exemptions as issued by local, state, provincial, and federal agencies.

### ***Waste Disposal Network***

Clean Harbors owns and operates 100 waste management facilities throughout the United States and Canada. These facilities offer the most diversified array of environmental technologies in the industry. The capabilities of these facilities include: resource recovery, incineration, treatment, thermal destruction, explosives management, stabilization/fixation and secure land disposal.

Clean Harbors has a large number of long standing business relationships with reputable recycling facilities for all the following waste types: latex paint/sludge, used oil, oil filters, antifreeze, elemental mercury, household batteries, lead-acid batteries, nickel-cadmium batteries, Universal Waste lamps, CRT and other electronic devices. All Clean Harbors approved disposal/recycling facilities have passed a stringent internal and external compliance audit to ensure that all applicable permits, licenses and financial assurances are met.

#### **B.4.1.6 Past Performance**

Clean Harbors is experienced at providing all the waste management listed in the RFP. Listed below is some of Clean Harbors' relevant project experience.

##### **City of Los Angeles, Watershed Protection Division**

2714 Media Center Drive, Division # 7025, Los Angeles, California 90065-0000

Abraham Abrahamian, Chief Environmental Compliance Inspector

(213) 393-2815

[Abraham.abrahamian@lacity.org](mailto:Abraham.abrahamian@lacity.org)

Scope: Special project management, tank decontamination and cleaning, storm drain cleaning services, Homeless encampment clean up and Emergency Response Services. Clean Harbors has provided these services to the City since 2012.

**City of San Diego**

1200 Third Avenue, Ste 200, San Diego, CA 92101

Michael Dykes, Purchasing

(858) 627-3314

[mdykes@sandiego.gov](mailto:mdykes@sandiego.gov)

Scope. Clean Harbors provides sanitation services on City public rights-of-way and other City property throughout the City. Services include disinfection per County protocols. Clean Harbors has been providing these sanitation services to the City since September 2017.

**University of California San Diego (UCSD)**

9500 Gilman Drive, La Jolla, CA 92093-0958

Mr. Mark Gonzales, Environmental Specialist II, Operations Supervisor

(858) 822-2737

[mgonzo@mail.ucsd.edu](mailto:mgonzo@mail.ucsd.edu)

Scope. Clean Harbors provides Routine Hazardous Waste Management Services, including Labpacking Services, Biohazardous Waste Management Services, Reactive Materials Waste Management Services Decontamination Services, Tank Pump outs and Cleaning and Emergency Response Services. Clean Harbors has been providing Environmental Waste Management services to the University for over 15 years.




**B.4.1.7 Clean Harbors Training**

Clean Harbors has established work procedures and policies to safely perform the requested services in full regulatory compliance. 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. The following pages outline the minimum training requirements for our Technical Services and Field Services groups.






**B.4.1.7.1 Technical Services Training Requirements**

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
40-Hour HAZWOPER	✓	✓	✓	✓	✓	✓	✓
Hazard Communication ③	✓	✓	✓	✓	✓	✓	✓
Medical Surveillance / Bloodborne Pathogens ③	✓	✓	✓	✓	✓	✓	✓
Respiratory Protection ③	✓	✓	✓	✓	✓	✓	✓
Confined Space / Heat Stress ③	✓	✓	✓	✓	✓	✓	✓
Personal Protective Equipment / Hearing Conservation ③	✓	✓	✓	✓	✓	✓	✓
Decontamination ③	✓	✓	✓	✓	✓	✓	✓
Emergency Response ③	✓	✓	✓	✓	✓	✓	✓
Drum and Material Handling ③	✓	✓	✓	✓	✓	✓	✓
Alcohol and Drug-Free Workplace	✓	✓	✓	✓	✓	✓	✓
Annual RCRA Training	✓	✓	✓	✓	✓	✓	✓
DOT Regulations for Hazardous Materials Employees	✓	✓	✓	✓			
Federal Motor Carrier / Clean Harbors Policies and Procedures	✓	✓	✓	✓			
Department of Homeland Security Active Shooter Training	✓	✓	✓	✓			
Fatigue Management Training	✓	✓	✓	✓			
Blood-borne Pathogens	✓	✓	✓	✓			
Loss Prevention and Control	✓	✓	✓	✓			
Battery Packing ④	✓	✓	✓	✓			
Main Accumulation Areas   Satellite Accumulation Areas ④		✓	✓	✓			
Lab Pack Waste Routing and Disposal Facilities ④		✓	✓	✓			

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
Lab Pack Disposal Codes and Guidelines <sup>40</sup>		✓	✓	✓			
Lab Pack Segregation and Packing Procedures <sup>40</sup>		✓	✓	✓			
Lab Pack Special Permits <sup>40</sup>		✓	✓	✓			
Lab Pack Paperwork <sup>40</sup>		✓	✓	✓			
Mercury Packaging and Routing <sup>40</sup>		✓	✓	✓			
Organic Peroxide Shipping and Packaging <sup>40</sup>		✓	✓	✓			
National Fire Protection Association Oxidizer Packaging <sup>40</sup>		✓	✓	✓			
PCBs Shipping and Packaging <sup>40</sup>		✓	✓	✓			
Cylinder Evaluation and Shipping Protocol <sup>40</sup>		✓	✓	✓			
Reactive Materials Safety Alert <sup>40</sup>		✓	✓	✓			
Healthcare Hazard Awareness		✓	✓	✓			
Household Hazardous Waste Orientation <sup>40</sup>		✓	✓	✓			
Household Hazardous Waste Supervisor			✓	✓			
Reactive Lithium Handling			✓	✓			
Lab Pack Disposal Restrictions			✓	✓			
Lab Pack Unknown Material Handling (chemical fingerprinting)				✓	✓	✓	✓
Explosives Packing and Shipping				✓			
DEA Controlled Substances Certified Shipper	R	R	R	R			
HIPAA Training	☹	☹	☹	☹			
Portable Fire Extinguisher Training	✓	🚒	🚒	🚒	✓	✓	✓
16-Hour New Driver Training	✓	🚒	🚒	🚒			
Driver Refresher Training	✓	🚒	🚒	🚒			

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
Defensive Driving—Commercial Vehicle	✓						
First Aid / CPR					✓	✓	✓
24-Hour Reactive Materials Technician Training					✓	✓	✓
Reactive Material Standard Operating Procedures						✓	✓
24-Hour Reactive Materials Foreman Level II Training							✓

Symbols Legend:

- ✓ Required course for the job title
-  Course addresses the OSHA 8-Hour Annual Refresher training requirement
-  Course is part of 40-Hour Lab Pack Chemist Training
-  Course requirement for Chemists with Class B Commercial Driver’s Licenses
-  Course requirement only for personnel that pack and ship DEA controlled substances
-  Course requirement for personnel that could potentially have access to personal health identification (PHI) information

**B.4.1.7.2 Field Services Training Requirements**

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*	*	*	*	*
Covid-19 Response	*	*	*	*
Hearing Conservation & Safety*	*	*	*	*
Cold and 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				*

\* Annual requirement    \*\* Biannual Requirement    \*\*\* Triennial Requirement

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				•

### B.4.1.8 Health & Safety Program and Safety Records

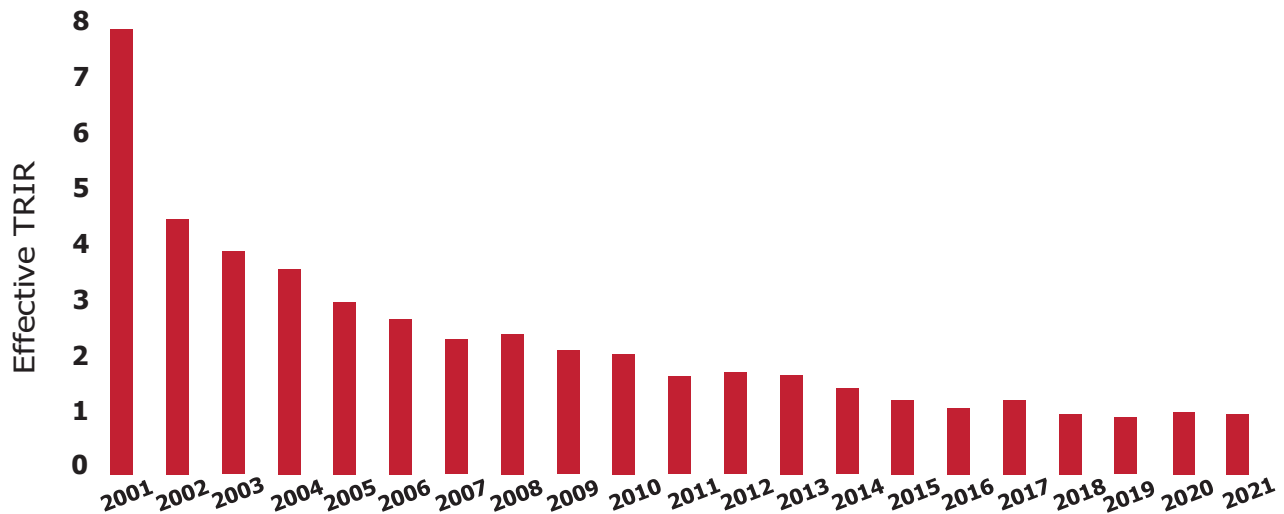
Safety is our number one commitment and our passion. Throughout Clean Harbors, our top priority is to continually improve safety. We believe that “zero incidents” is a goal we can achieve, and no one should get hurt while working at or with Clean Harbors. We also recognize that it is our 100% personal commitment to safety that will have the most impact on our own safety and that of our employees, our customers, our families, the community and the environment.

Our *Safety Starts with Me: Live It 3-6-5* initiative enhances our safety culture by fostering goodwill and driving home the importance of safety in our Company.

The name says it all—365 days a year—we all need to work safely and be safe, whether we are at a Clean Harbors’ facility, a customer site, in transit or at home. “365” also represents **three** fundamental safety principles, Clean Harbors’ **six** golden rules of safety, and **five** personal reasons why employees want to be safe. It is a lifestyle our employees embrace.

Clean Harbors’ extensive array of health and safety policies and environmental compliance procedures and guidelines direct the Company’s day-to-day activities; ensuring we have safe operating conditions for all our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight of Clean Harbors’ supervisors, as well as by the inspections and audit programs we use at all our job sites and operating facilities. The following chart of our TRIR statistics over time reflect Clean Harbors employee’s investment in Health and Safety as we continue to work towards and trend to our goal of zero:

**Our TRIR Performance**  
Total Recordable Incident Rate (TRIR)





**B.4.1.8.1 Safety Statistics - Clean Harbors Environmental Services, Inc.**

**5-Year Safety Record**

OSHA Total Recordable Incident Rate (TRIR)  
 Days Away, Restricted Activity, and Job Transfer (DART)  
 Lost Workday Incident Rate (LWIR)

Year	Total Annual Manhours	TRIR	DART	LWIR
2022	18,998,329	0.94	0.47	0.26
2021	17,320,526	1.37	0.87	0.50
2020	17,189,821	1.27	0.72	0.41
2019	5,524,024	1.59	0.55	0.32
2018	14,762,529	1.22	0.65	0.46

**Experience Modification Rating (EMR)**

Year (Nov 1 to Oct 31)	All States (except)	CA	DE	MI	NJ	PA
2021 – 2022	0.64	0.69	1.008	0.79	0.518	0.807
2020 – 2021	0.61	0.69	0.950	0.71	0.533	0.825
2019 - 2020	0.65	0.65	0.962	0.65	0.637	0.90
2018 - 2019	0.58	0.66	0.962	0.61	0.572	0.926
2017 - 2018	0.58	0.66	0.962	0.76	0.401	0.768

## **C. Cost/Price Proposal**

## PRICING SCHEDULE I – ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATES

**1. GENERAL.** The estimated quantities provided by the City are not guaranteed and are listed for purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

**2. LABOR RATES.** Note: Any labor costs for routine/scheduled hazardous service is to be included in the Disposal pricing. Hourly labor rates are allowed as specified within the Scope of Work. Hourly labor rates shall be charged portal-to-portal as described in the Scope of Work. CALIFORNIA PREVAILING WAGE LAWS APPLY TO THIS CONTRACT (see Exhibit D).

Item No.	U/M	Est. Qty.	Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Field Chemist Overtime List Rate (hr): <u>154.25</u> *Overnight rate (per diem): <u>150.00</u>	\$ 102.83	\$ 102.83
2.	HR	1	Field Technician Overtime List Rate (hr): <u>152.30</u> *Overnight rate (per diem): <u>150.00</u>	\$ 101.53	\$ 101.53
3.	HR	1	Driver (Class A) Overtime List Rate (hr): <u>186.71</u> *Overnight rate (per diem): <u>150.00</u>	\$ 124.48	\$ 124.48
4.	HR	1	Foreman Overtime List Rate (hr): <u>152.30</u> *Overnight rate (per diem): <u>150.00</u>	\$ 101.53	\$ 101.53
<b>TOTAL SECTION 2</b>					
*Overnight stay per diem rate (meals and lodging), per person					\$ 430.38

**3. MATERIALS PRICING.** Note: Use of absorbent materials as a part of Lab Packing is to be included in the disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 219.52	\$ 219.52
2.	1	EA	Universal absorbent rolls	\$ 219.52	\$ 219.52
3.	1	BG	Vermiculite – 4 cubic foot bag size (For Spill Clean Up only)	\$ 79.02	\$ 79.02
4.	1	BG	Ultrasorb- 25 lb bag size (For Spill Clean Up only)	\$ 20.16	\$ 20.16
5.	1	BX	Rags (50lbs/box)	\$ 106.40	\$ 106.40
5.	1	EA	Hand Pump (disposable)	\$ 41.44	\$ 41.44
6.	1	RL	Shrink Wrap	\$ 235.20	\$ 235.20
7.	1	RL	Hazard Tape	\$ 68.32	\$ 68.32
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 119.84	\$ 119.84
9.	1	EA	Coliwassa	\$ 21.28	\$ 21.28
10.	1	EA	Visqueen 6 mil	\$ 211.96	\$ 211.96
11.	1	EA	All other Disposable Supplies will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 3:</b>					<b>\$ 1,342.66</b>

**4. EQUIPMENT PRICING.** Note: Personal protective gear costs for packaging and transporting hazardous waste component of service is to be included in the Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Supplied air and any specialized outer wear.	\$ 243.04	\$ 243.04
2.	1	ST	Level A – Fully encapsulated suit	\$ 448.00	\$ 448.00
3.	1	EA	Body Harness	\$ 0.00	\$ 0.00
4.	1	DY	Cutting saw (Sawsall)	\$ 77.06	\$ 77.06
5.	1	DY	Portable Lighting	\$ 102.14	\$ 102.14
6.	1	DY	High Pressure Low Volume Washer	\$ 144.48	\$ 144.48
7.	1	DY	Generator (gas powered)	\$ 169.12	\$ 169.12
8.	1	DY	Ventilation Fan	\$ 85.12	\$ 85.12
9.	1	DY	Copus Blower	\$ 85.12	\$ 85.12
10.	1	DY	Portable Poly Tank – 500 gallon size	\$ 376.32	\$ 376.32
11.	1	DY	Backhoe	\$ 616.00	\$ 616.00
12.	1	DY	40 cubic yard Roll Off Bin with tarp and bows	\$ 23.52	\$ 23.52
13.	1	DY	25 cubic yard Roll Off Bin with tarp and bows	\$ 23.52	\$ 23.52
14.	1	EA	Bin Liners	\$ 78.40	\$ 78.40

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
15.	1	DY	Confined Space Entry Equipment	\$ 353.02	\$ 353.02
16.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 198.02	\$ 198.02
17.	1	EA	Drum Rotator	\$ 56.00	\$ 56.00
18.	1	EA	Drum Vacuum	\$ 64.96	\$ 64.96
19.	1	DY	Bobcat excavator	\$ 647.36	\$ 647.36
20.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 318.08	\$ 318.08
21.	1	DY	Boom Lift	\$ 468.16	\$ 468.16
22.	1	EA	All other Equipment Pricing will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 4:</b>					<b>\$ 4,577.44</b>

**5. INSTRUMENTATION PRICING.** Note: Use of Instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Organic Vapor Analyzer (PID)	\$ 153.44	\$ 153.44
2.	1	DY	Three Gas Meter (Combustible Gas/oxygen indicator, hydrogen sulfide)	\$ 216.16	\$ 216.16
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 30.80	\$ 30.80
4.	1	EA	All other instrumentation will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 5:</b>					<b>\$ 400.40</b>

**6. VEHICLES PRICING.** Note: Vehicle costs for transporting hazardous waste (5 gallon–55 gallon, tote, cubic yard box, or 85 gallon size) component of service is to be included in disposal pricing).

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Stakebed Truck	\$ 286.72	\$ 286.72
2.	1	DY	Step Van	\$ 329.73	\$ 329.73
3.	1	DY	Pick-up Truck/Passenger Van	\$ 251.78	\$ 251.78
4.	1	DY	Semi-Tractor	\$ 797.44	\$ 797.44
5.	1	DY	Storage Van	\$ 594.94	\$ 594.94

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
6.	1	HR	Vacuum Truck- with hoses and flanges and any wash out charges	\$ 97.44	\$ 97.44
7.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges and any wash out charges)	\$ 97.44	\$ 97.44
8.	1	HR	High Lift Vacuum Truck – caustic chemical resistant and any wash out charges. (with hoses and flanges and able to recover liquids and solids so can hydro-excavate in sensitive areas, and has a dump bed with large door opening.)	\$ 140.00	\$ 140.00
9.	1	DY	Supply Vehicle (stocked with items such as non-disposable tools, basic fire protection, safety equipment and any other basic supplies/equipment to perform the activity.	\$ 251.78	\$ 251.78
10.	1	DY	Liftgate Truck	\$ 286.72	\$ 286.72
11.	1	HR	Roll off Truck	\$ 97.44	\$ 97.44
12.	1	DY	Forklift	\$ 507.36	\$ 507.36
13.	1	DY	All other Equipment will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 6:</b>					<b>\$ 3,738.78</b>

items 7 & 8 Wash out charges will be billed separate at \$255 ea



**7. CONTAINER PRICING.** Note: Costs of containers used in hazardous waste disposals shall be included in the disposal pricing. Container pricing below is only for other uses.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Poly 55 Gallon Drum- open top, 1H2 (new)	\$ 135.52	\$ 135.52
2.	1	EA	Poly 55 Gallon Drum- open top, 1H2 (recon)	\$ 112.00	\$ 112.00
3.	1	EA	Poly 30 Gallon Drum - open top, 1H2 (new)	\$ 147.84	\$ 147.84
4.	1	EA	Poly 15 Gallon Drum- open top, 1H2 (new)	\$ 105.52	\$ 105.52
5.	1	EA	Poly 5 Gallon Drum- open top, 1H2 (new)	\$ 26.88	\$ 26.88
6.	1	EA	Metal 55 Gallon Drum – open top, 1A2 (new)	\$ 156.80	\$ 156.80
7.	1	EA	Metal 55 Gallon Drum – open top, 1A2 (recon)	\$ 126.56	\$ 126.56
8.	1	EA	Metal 30 Gallon Drum – open top, 1A2 (new)	\$ 164.64	\$ 164.64
9.	1	EA	Metal 30 Gallon Drum – open top, 1A2 (recon)	\$ 128.80	\$ 128.80
10.	1	EA	Metal 15 Gallon Drum – open top, 1A2 (new)	\$ 149.24	\$ 149.24
12.	1	EA	Metal 5 Gallon Drum – open top, 1A2 (new)	\$ 66.08	\$ 66.08
14.	1	EA	85 Gallon Drum- Overpack	\$ 414.40	\$ 414.40
15.	1	EA	Triwall cubic yard box (DOT Approved) and pallet	\$ 159.84	\$ 159.84
16.	1	EA	Triwall cubic yard box and pallet	\$ 159.84	\$ 159.84
17.	1	EA	Chemical Poly Totes (250 gallon) and pallet	\$ 678.80	\$ 678.80
18.	1	EA	All other container pricing will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 7:</b>					<b>\$ 2,732.76</b>

Item 10 or 16gal metal recon

item 17 or 275 gallon reconditioned DOT Rated tote

**8. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL PRICING.** Note: Pricing shall include all labor, transportation, equipment, materials, container, and disposal costs for containerized hazardous waste (5 gallon–55 gallon, tote/pallet, Cubic Yard Box/pallet, and 85 gallon size) component of service.

**8.1 HAZARDOUS WASTES DISPOSAL PRICING**

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
1.	Aerosols, 2.1 (All types mixed)	DI	Loose pack	161.62	270.60	338.25	451.00		
2.	Aerosols, 2.2 (Pepper Spray/Mace)	DI	Loose pack	388.42	389.76	389.76	389.76		
3.	Ammonia Solutions (no more than 10% Ammonia), 8, PGIII	T/S DI	Bulk	195.89					
4.	Cadmium Compounds, 6.1, PGII	DI	Bulk	221.09					
5.	Calcium Hypochlorite, Hydrated 5.1 PGII	S	Bulk	783.89	1,464.00	1,830.00	2,440.00		
6.	Cartridges, small arms ammunition, 1.4S, UN0012		Loose pack	612.42	612.42	612.42	612.42		
7.	Combustible Liquid, N.O.S. (Decamethyl Cyclopentasiloxane, Grease/Sludge)	FI	Bulk	145.49	187.20	234.00	312.00		
8.	Compressed Gas Cylinder, MAPP Gas	DI	Loose pack						75.04 Ea.
9.	Compressed gas cylinder, Propane, (1-pound size)	DI	Bulk						97.44 Ea.
10.	Compressed gas cylinder, Propane, (5-gallon size)	DI	Bulk						142.24 Ea.

items 2 & 6 5 gal pail only allowed size. Due to health and safety and compliance we only accept this waste in 5 gallon drums

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
11.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Ferric or Ferrous Chloride)	T	Bulk	179.09	254.40	318.00	424.00		4.25 /GL*
12.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Ferric or Ferrous Chloride)	DI	Bulk	254.69	405.60	507.00	676.00		8.05 /GL*
13.	Corrosive Liquid, Acidic, Inorganic, N.O.S.	DI	Bulk	254.69	405.60	507.00	676.00		8.05 /GL*
14.	Corrosive Liquid, Acidic, Inorganic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
15.	Corrosive Liquid, Acidic, Inorganic, N.O.S.	<del>T/S</del> DI	LP	161.62	270.60	338.25	451.00		
16.	Corrosive Liquid, Acidic, Inorganic, N.O.S.	T/S	Bulk	179.09	254.40	318.00	424.00		5.43 /GL*
17.	Corrosive Liquid, Acidic, Inorganic, N.O.S.	<del>L</del> -DI	LP	161.62	270.60	338.25	451.00		
18.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Chromic Acid, Sulfuric Acid)	<del>T</del> -DI	Bulk	254.69					
19.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Chromic Acid, Sulfuric Acid)	<del>RC</del> T	Bulk	204.29					
20.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Hydrogen Chloride, Copper)	T	Bulk	179.09	254.40				
21.	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Muriatic Acid, Formaldehyde)	DI	Bulk	254.69					
22.	Corrosive Liquid, Acidic, Organic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		

item 11 assumes <20% conc.; \$1000 min.

items 12,13 & 16 5000 gal minimum applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
23.	Corrosive Liquid, Acidic, Organic, N.O.S.	<del>T</del> DI	LP	161.62	270.60	338.25	451.00		
24.	Corrosive Liquid, Acidic, Organic, N.O.S.	<del>L</del> DI	LP	161.62	270.60	338.25	451.00		
25.	Corrosive Liquid, Basic, Inorganic, N.O.S. (Potassium Hydroxide, Hydroquinone)	<del>T/S</del> DI	Bulk	254.69	405.60	507.00	676.00		
26.	Corrosive Liquid, Basic, Inorganic, N.O.S. (Sodium Hydroxide, Water)	T	Bulk	179.09	254.40	318.00	424.00		2.39 /GL*
27.	Corrosive Liquid, Basic, Inorganic, N.O.S.	DI	Bulk	254.69	405.60	507.00	676.00		
28.	Corrosive Liquid, Basic, Inorganic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
29.	Corrosive Liquid, Basic, Inorganic, N.O.S.	<del>T</del> - DI	LP	161.62	270.60	338.25	451.00		
30.	Corrosive Liquid, Basic, Inorganic, N.O.S.	T	Bulk	179.09	254.40	318.00	424.00		3.28 /GL*
31.	Corrosive Liquid, Flammable, N.O.S. (Hydrochloric Acid, Pyridine)	DI	Bulk	254.69					
32.	Corrosive Liquid, N.O.S.	T/S	Bulk	179.09	254.40	318.00	424.00		
33.	Corrosive Liquid, N.O.S., 8, PGI (Mercury/Acid mixture)	T/S	Bulk	1,447.49	2,791.20				
34.	Corrosive Liquid, N.O.S. (Sodium Persulfate, Phosphoric Acid)	T	Bulk	506.69	909.60	1,137.00	1,516.00		
35.	Corrosive Liquid, Toxic, N.O.S. (Cadmium, Tartaric Acid)	DI	Bulk	254.69					

item 26 & 30 \$1000 minimum applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
36.	Corrosive Liquid, Toxic, N.O.S. (Cadmium, Tartaric Acid)	T	Bulk	179.09					
37.	Corrosive Liquid, Toxic, N.O.S (Nitric Acid, Heavy Metals)	S	Bulk	204.29					
38.	Corrosive Liquid, Toxic, N.O.S (Hydrochloric Acid, Mercury)	T/S	Bulk	1,447.49	2,791.20				
39.	Corrosive Liquid, Toxic, N.O.S. (Sulfuric Acid, Mercury)	T/S	Bulk	1,447.49					
40.	Corrosive Liquid, Oxidizing, N.O.S. (Sulfuric Acid, Potassium Dichromate)	S	LP	169.01	234.60	293.25	391.00		
41.	Corrosive Solid, Basic, Organic, N.O.S. (Carbon, Potassium Hydroxide or Sodium Hydroxide)	S	Bulk	169.01	234.60	293.25	391.00		
42.	Corrosive Solid, Acidic, N.O.S.	S	Bulk	169.01	234.60	293.25	391.00		
43.	Corrosive Solid, Acidic, N.O.S.	S	LP	161.62	270.60	338.25	451.00		
44.	Corrosive Solid, Basic, Inorganic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
45.	Corrosive Solid, Basic, Inorganic, N.O.S.	<del>T</del> DI	LP	161.62	270.60	338.25	451.00		
46.	Corrosive Solid, Basic, Inorganic, N.O.S.	<del>L</del> DI	LP	161.62	270.60	338.25	451.00		
47.	Corrosive Solid, Toxic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
48.	Empty Drums, Non-RCRA (metal)	RC	Bulk	34.61	52.80	66.00	88.00		
49.	Empty Drums, Non-RCRA (poly)	L	Bulk	34.61	52.80	66.00	88.00		
50.	Empty Totes (250-gallon), RCRA	RCor L	Bulk						500.00 Ea.

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
51.	Empty Totes (250-gallon), Non-RCRA	RC or L	Bulk						500.00 Ea.
52.	Environmentally Hazardous Substance, Liquid, N.O.S. (Asphalt Emulsion, Mineral Spirits, d-Limonene)	FI	Bulk	165.65	228.00	285.00	380.00		
53.	Environmentally Hazardous Substance, Liquid, N.O.S. (d-Limonene)	DI	Bulk	132.05	160.80	201.00	268.00		
54.	Environmentally Hazardous Substance, Solid, N.O.S. (Lead)	L	Bulk	160.27					
55.	Flammable Liquid, N.O.S.	FI	LP	144.82	237.00	296.25	395.00		
56.	Flammable Liquid, N.O.S.	FI	Bulk	152.21	201.00	251.25	335.00		
57.	Flammable Liquid, N.O.S.	DI	Bulk	132.05	160.80	201.00	268.00		
58.	Flammable Liquid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
59.	Flammable Liquid, N.O.S. (Naphtha, Aliphatic Hydrocarbons)	FI	Bulk	152.21	201.00	251.25	335.00		
60.	Flammable Liquid, N.O.S. (Diesel, Gasoline)	FI	Bulk	152.21	201.00	251.25	335.00		
61.	Flammable Liquid, N.O.S. (Jet Fuel with Water)	DI	Bulk	145.49	187.20	234.00	312.00		
62.	Flammable Liquid, N.O.S. (Lacquer Thinner)	FI	Bulk	152.21	201.00	251.25	335.00		
63.	Flammable Liquid, N.O.S. (Hexane, Copper Sulfate)	DI	Bulk	132.05					

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
64.	Flammable Liquid, N.O.S. (solutions of hexane, methanol, or acetone)	DI	Bulk	132.05	160.80				
65.	Flammable Liquid, Corrosive, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
66.	Flammable Liquid, Corrosive, N.O.S. (Methanol, Hydrochloric Acid)	DI	Bulk	254.69					
67.	Flammable Liquid, Toxic, N.O.S. (solutions of PCBs, Methanol, Hexane)	PCB	Bulk	288.29					
68.	Flammable Liquid, Toxic, N.O.S. (Methylene Chloride, Acetone)	DI	Bulk	170.69	237.60	297.00	396.00		
69.	Flammable Liquid, Toxic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
70.	Flammable Liquid, Toxic, Corrosive, N.O.S. (Acetonitrile, Methanol)	DI	Bulk	254.69					
71.	Flammable Solid, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
72.	Flammable Solid, N.O.S.	DI	LP	144.82	237.00	296.25	395.00		
73.	Flammable Solid, Organic, N.O.S.	FI	Bulk	179.09	254.40	318.00	424.00		
74.	Flammable Solid, Organic, N.O.S. (Methyl Ethyl Ketone, Paint)	DI	Bulk	221.09	338.40	423.00	564.00		
75.	Flammable Solid, Organic, N.O.S. (Acetone Rags)	DI	Bulk	179.09	254.40	318.00	424.00		
76.	Fluorosilicic Acid (5% - 25%)	T	Bulk	221.09	338.40	423.00	564.00		13.62 /GL*
77.	Flammable Liquid, N.O.S. (Fuel, aviation turbine engine)	FI	Bulk	152.21	201.00	251.25	335.00		

item 76 Acceptable in Totes only (300 gal min charge/tote.)

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
78.	Fusee (Road Flares)	S-DI	Loose pack	332.42					
79.	Flammable Liquid, N.O.S. (Guanidine Thiocyanate, Ethanol, Hydrochloric Acid)	DI	Bulk	389.09	674.40	843.00	1,124.00		
80.	Hazardous Waste Liquid, N.O.S.	DI	Bulk	195.89	288.00	360.00	480.00		
81.	Hazardous Waste Liquid, N.O.S. (Pyridine solution 1% - 5%)	DI	Bulk	355.49	607.20				
82.	Hazardous Waste Liquid, N.O.S. (Chloroform solution)	DI	Bulk	170.69					
83.	Hazardous Waste Liquid, N.O.S. (Water, Benzene)	DI	Bulk	195.89	288.00	360.00	480.00		
84.	Hazardous Waste Solid, N.O.S. (Barium, Zinc)	S	Bulk	169.01	234.60	293.25	391.00		
85.	Hazardous Waste Solid, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
86.	Hazardous Waste Solid, N.O.S. (Barium, Copper)	S	LP	161.62	270.60	338.25	451.00		
87.	Hazardous Waste Solid, N.O.S. (Benzene Absorbent)	DI	Bulk	179.09	254.40	318.00	424.00		
88.	Hazardous Waste Solid, N.O.S. (Lead, Barium)	S	Bulk	169.01	234.60	293.25	391.00		
89.	Hazardous Waste Solid, N.O.S. (Lead)	S	Bulk	169.01	234.60	293.25	391.00		
90.	Hydrogen Peroxide 10%	S	Bulk	355.49	607.20	759.00	1,012.00		21.25 /GL*
91.	Hydrogen Peroxide 50%	S or DI	Bulk	708.29	1,312.80	1,641.00	2,188.00		37.95 /GL*

item 90 & 91 Acceptable in <300 gallon Totes only (250 gal min charge/tote.)



Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
92.	Lighters	DI	Loose pack	388.42	724.20	905.25	1,207.00		
93.	Manganese test kit solution	T	Bulk	179.09	254.40	318.00	424.00		
94.	Mercury Compounds	RC	LP	1,396.42	2,740.20	3,425.25			
95.	Mercury Compounds, Solid, N.O.S. (Mercuric Chloride, Debris)	RC	Bulk	1,447.49	2,791.20	3,489.00	4,652.00		
96.	Mercury Contained in Manufactured Articles, 8, PGIII	RC	LP	1,396.42					
97.	Mercury Contaminated Debris	RC	Bulk	1,447.49	2,791.20	3,489.00			
98.	Mercury, Elemental	RC	Bulk	6,823.49					
99.	Non-RCRA Hazardous Waste Liquid	T	Bulk	158.93	214.20	267.75	357.00		
100.	Non-RCRA Hazardous Waste Liquid	DI	Bulk	195.89	288.00	360.00	480.00		
101.	Non-RCRA Hazardous Waste Liquid	DI	LP	161.62	270.60	338.25	451.00		
102.	Non-RCRA Hazardous Waste Liquid	L	Bulk	145.49	187.20	234.00	312.00		
103.	Non-RCRA Hazardous Waste Liquid	L	LP	94.42	136.20	170.25	227.00		
104.	Non-RCRA Hazardous Waste Liquid, (Oil and Water)	T	Bulk	142.13	180.60	225.75	301.00		1.51 /GL*
105.	Non-RCRA Hazardous Waste Liquid, (Water with trace petroleum products)	T	Bulk	145.49	187.20	234.00	312.00		2.00 /GL*
106.	Non-RCRA Hazardous Waste Liquid, (Latex Paint)	RC	Loose Pack	107.86	163.20	204.00	272.00	952.00	

item 104 & 105 \$500 min. applies

item 108 3000 gal Min. applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
107.	Non-RCRA Hazardous Waste Liquid, (Latex Paint)	L	Loose Pack	94.42	136.20	170.25	227.00	794.50	
108.	Non-RCRA Hazardous Waste Liquid, (Water, Polymer)	L	Bulk	145.49	187.20	234.00	312.00		1.16 /GL*
109.	Non-RCRA Hazardous Waste Liquid, (Phenol solutions)	L	Bulk	195.89	288.00	360.00	480.00		
110.	Non-RCRA Hazardous Waste Liquid, (Formamide)	T/S	Bulk	195.89	288.00	360.00	480.00		
111.	Non-RCRA Hazardous Waste Liquid, (Formamide 5% with plastic tubes)	T/S	Bulk	195.89	288.00	360.00	480.00		
112.	Non-RCRA Hazardous Waste Liquid, (Heavy Metals)	L	Bulk	145.49	187.20	234.00	312.00		
113.	Non-RCRA Hazardous Waste Liquid, (Formalin 5%, seawater)	T	Bulk	195.89	288.00				
114.	Non-RCRA Hazardous Waste Liquid, (Lab Debris, DNA Binding Buffer)	L	Bulk	237.89	372.00				
115.	Non-RCRA Hazardous Waste Liquid, (Refrigerant Oil)	RC	Bulk	170.69	237.60	297.00	396.00		
116.	Non-RCRA Hazardous Waste Liquid, (Refrigerant Oil)	DI	Bulk	132.05	160.80	201.00	268.00		
117.	Non-RCRA Hazardous Waste Solid	FI	LP	144.82	237.00	296.25	395.00	1,382.50	
118.	Non-RCRA Hazardous Waste Solid	L	LP	94.42	136.20	170.25	227.00	794.50	
119.	Non-RCRA Hazardous Waste Solid	DI	Bulk	187.49	271.20	339.00	452.00	1,582.00	
120.	Non-RCRA Hazardous Waste Solid, (Sodium Sulfate, Filter Papers)	DI	Bulk	179.09	254.40	318.00	424.00	1,484.00	

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
121.	Non-RCRA Hazardous Waste Solid, (Polymer, Water)	L	Bulk	135.41	167.40	209.25	279.00	976.50	57.46 /Ton*
122.	Non-RCRA Hazardous Waste Solid, (Debris with Sodium Hydroxide)	S	Bulk	135.41	167.40	209.25	279.00		
123.	Non-RCRA Hazardous Waste Solid, (Debris with Sodium Hypochlorite)	S	Bulk	135.41	167.40	209.25	279.00		
124.	Non-RCRA Hazardous Waste Solid, (Debris with Ferric or Ferrous Chloride)	L	Bulk	135.41	167.40	209.25	279.00		
125.	Non-RCRA Hazardous Waste Solid, (Debris with Hydrochloric Acid)	S	Bulk	135.41	167.40	209.25	279.00		
126.	Non-RCRA Hazardous Waste Solid, (Debris with Polymer)	L	Bulk	135.41	167.40	209.25	279.00		
127.	Non-RCRA Hazardous Waste Solid, (Iron Oxide, Nickel Oxides)	L	Bulk	135.41	167.40	209.25	279.00		
128.	Non-RCRA Hazardous Waste Solid, (Manganese Dioxide, Copper Oxide)	L	Bulk	135.41	167.40	209.25	279.00	976.50	
129.	Non-RCRA Hazardous Waste Solid, (Heavy Metals)	L	Bulk	135.41	167.40	209.25	279.00	976.50	
130.	Non-RCRA Hazardous Waste Solid, (Debris with Asphalt Emulsion)	L	Bulk	135.41	167.40	209.25	279.00	976.50	
131.	Non-RCRA Hazardous Waste Solid, (Oil or Diesel contaminated debris)	L	Bulk	135.41	167.40	209.25	279.00		
132.	Non-RCRA Hazardous Waste Solid, (Activated Carbon pH < 2)	L	Bulk				279.00		79.70 /Ton*
133.	Non-RCRA Hazardous Waste Solid, (Dichloromethane, Sodium Sulfate)	L	Bulk	135.41	167.40	209.25	279.00		

item 121 \$550 Min. per bin applies

item 133 \$900 Min. per bin applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
134.	Non-RCRA Hazardous Waste Solid, (Paint Booth Filters)	DI	Bulk	254.69	405.60	507.00	676.00		
135.	Non-RCRA Hazardous Waste Solid, (Pall Rings contaminated w/ Sulfur)	L	Bulk						57.46 /Ton*
136.	Non-RCRA Hazardous Waste Solid, (Petroleum Grease)	L	Bulk	135.41	167.40	209.25	279.00		
137.	Non-RCRA Hazardous Waste Solid, (Laboratory PPE, Debris)	L	Bulk	135.41	167.40	209.25	279.00		
138.	Non-RCRA Hazardous Waste Solid, (Draeger Tubes)	L	Bulk	135.41					
139.	Oxidizing Liquid, N.O.S.	S	LP	161.62	270.60	338.25	451.00		
140.	Oxidizing Solid, N.O.S. (Chlorinating Chemicals)	T	LP	161.62	270.60	338.25	451.00		
141.	Oxidizing Solid, N.O.S. (Chlorinating Chemicals)	DI	LP	161.62	270.60	338.25	451.00		
142.	Oxidizing Solid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00	1,578.50	
143.	Oxidizing Solid, Corrosive, N.O.S.	S	LP	161.62	270.60	338.25	451.00	1,578.50	
144.	Paint Related Materials, 3, PGII (Oil-Based Paint and related materials)	FI	Loose pack	144.82	237.00	296.25	395.00	1,382.50	
145.	Paint Related Materials, 3, PGII (Oil-Based Paint and related materials)	FI	Bulk	165.65	228.00	285.00	380.00		
146.	Parts Washer Solvent Sludge	FI	Bulk	165.65	228.00	285.00	380.00		
147.	PCB Ballasts	PCB	Loose pack	128.02	203.40	254.25	339.00		

tem 135 \$550 Min. per bin applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
148.	Poison Liquid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
149.	Poison Solid, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
150.	Poison Solid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00	1,578.50	
151.	Radioactive Material, Excepted Package (Exit Signs)	RC	Each						360.00 /Unit
152.	RCRA Hazardous Waste Solid, Toxic, Inorganic, (Debris with Heavy Metals)	L	Bulk	195.89	288.00	360.00	480.00		188.37 /Ton*
153.	RCRA Hazardous Waste Solid, (Debris with Gasoline, non-UST)	DI	Bulk	221.09	338.40	423.00	564.00		
154.	RCRA Hazardous Waste Solid, (Debris with Gasoline, non-UST)	L	Bulk	160.27	217.20	271.50	362.00		79.70 /Ton*
155.	Sharps	AC/L	Bulk	195.89	288.00	360.00	480.00		
156.	Sodium Hypochlorite Solutions, 8, PGII	S	Bulk	179.09	254.40	318.00	424.00		2.39 /GL*
157.	Solids containing Corrosive Liquid, N.O.S.	S	Bulk	179.09	254.40	318.00	424.00		
158.	Solids containing Flammable Liquid, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
159.	Solids containing Flammable Liquid, N.O.S. (Acetone, Naphtha)	DI	Bulk	179.09	254.40	318.00	424.00		
160.	Toxic Liquid, Corrosive, Inorganic, N.O.S.	T	Bulk	254.69	405.60	507.00	676.00		
161.	Toxic Liquid, Corrosive, Inorganic, N.O.S.	T	LP	128.02	203.40	254.25	339.00		

item 152 \$1250 Min. per bin applies

item 154 \$900 Min. per bin applies

item 156 \$500 min applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
162.	Toxic Liquid, Corrosive, Organic, N.O.S. (Chloroform, Sulfuric acid)	DI	Bulk	254.69	405.60				
163.	Toxic Liquid, Corrosive, Inorganic, N.O.S. (dilute Mercury, Sulfuric Acid)	RC	Bulk	1,1396.42					
164.	Toxic Liquid, Organic, N.O.S. (Cadmium, Isopropanol)	DI	Bulk	212.69	321.60				
165.	Toxic Liquid, Inorganic, N.O.S.	RC/S	Bulk	179.09	254.40	318.00	424.00		
166.	Toxic Liquid, Organic, N.O.S.	DI	Bulk	170.69	237.60	297.00	396.00		
167.	Toxic Liquid, Flammable, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
168.	Toxic Liquid, Flammable, N.O.S.	DI	Bulk	212.69	321.60	402.00	536.00		
169.	Toxic Liquid, Organic, N.O.S. (phenol, chloroform, isopropyl alcohol)	DI	Bulk	170.69	237.60				
170.	Toxic Liquid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
171.	Toxic Liquid, N.O.S.	L	LP	161.62	270.60	338.25	451.00		
172.	Toxic Solid, Flammable, N.O.S. (Cadmium)	DI	LP	161.62	270.60	338.25	451.00		
173.	Toxic Solid, Inorganic, N.O.S.	S	Bulk	169.01	234.60	293.25	391.00		
174.	Toxic Solid, Inorganic, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
175.	Toxic Solid, Inorganic, N.O.S. (Mercury, Zinc)	RC	LP	1,396.42					
176.	Toxic Solid, Inorganic, N.O.S. (Cadmium, Chromium)	L	Bulk	195.89	288.00	360.00	480.00		

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/Pallet	Other
177.	Toxic Solid, Organic, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
178.	Toxic Solid, N.O.S.	DI	LP	161.62	270.60	338.25	451.00		
179.	Toxic Solid, N.O.S.	DI	Bulk	221.09	338.40	423.00	564.00		
180.	Toxic Solid, N.O.S.	L	LP	161.62	270.60	338.25	451.00		
181.	Toxic Solid, N.O.S.	L	Bulk	169.01	234.60	293.25	391.00		
182.	Toxic Solid, Corrosive, Inorganic, N.O.S.	DI	Bulk	254.69	405.60	507.00	676.00		
183.	Water Reactive Solid, N.O.S.	DI	LP	388.42	724.20	905.25	1,207.00		
184.	All other Routine/Scheduled Response Disposal not categorized will be charged at an Invoice Cost Plus 15 %.								
<b>TOTALS FOR EACH COLUMN:</b>				\$ 51,470.03	\$ 56,403.78	\$ 59,967.18	\$ 70,682.18	\$ 17,013.50	\$ 2,248.72
<b>TOTAL SECTION 8.1:</b>									257,786.18

\*Per Gallon or per Ton pricing does not include transportation costs.

Disposal Method:

DI = Destructive Incineration  
 FI = Fuel Incineration  
 RC = Recycling/Reuse  
 AC = Autoclave

L = Landfill  
 T = Treatment  
 S = Stabilization

U/M – Unit of Measure

BG-Bag HR-hour  
 BX-Box EA-each  
 DY-day GL-gallon  
 RL-roll ST-suit

Container Type:

CYB = cubic yard fiber board box

Package Method:

LP-lab pack

## 8.2 UNIVERSAL WASTE DISPOSAL PRICING

CONTAINER SIZE									
Item No.	Waste Type	Disposal Method	Package Method	5 gal	16 gal	30 gal	55 gal	CYB/Pallet	Other
1.	Batteries – Alkaline	RC	Loose pack	220.42	388.20	485.25	647.00		2.20 /pound
2.	Batteries – Rechargeable (all types other than lithium)	RC	Loose pack	245.62	438.60	548.25	731.00		2.40 /pound
3.	Batteries – Lithium (rechargeable)	RC	Loose pack	336.00	1,008.00	2,016.00	3,696.00		11.20 /pound
4.	Batteries – Lithium (non-rechargeable)	RC	Loose pack	336.00	1,008.00	2,016.00	3,696.00		11.20 /pound
5.	Batteries – Mercury	RC	Loose pack	1,396.42					
6.	Batteries – All types mixed - mailback box	RC	Loose Pack						560.22 Ea
7.	Batteries – Wet Filled NiCad	RC	Each						\$1.58 Ea w/ \$223.50 min.
8.	Fluorescent Tubes – (1'-4') (per bulb)	RC	Loose pack						1.16 /bulb
9.	Fluorescent Tubes – (6'-8') (per bulb)	RC	Loose pack						1.16 /bulb
10.	Fluorescent Tubes – CFL (per bulb)	RC	Loose pack						1.44 /bulb
11.	Fluorescent Bulbs – Misc. Sizes (CFL, 1ft, 2ft, U-Shape, Circular, etc.)	RC	Loose pack	153.22	253.80	317.25	423.00	1,480.50	
12.	Fluorescent Bulbs – U-shape	RC	Loose pack						2.84 /bulb
13.	Fluorescent Bulbs – Circular	RC	Loose pack						2.84 /bulb
14.	Fluorescent Bulbs - Crushed/Broken	RC	Bulk	257.71	412.20	515.25	687.00		
15.	Light Bulbs – Metal halide	RC	Loose pack						3.40 /bulb

item 3 ,4 & 6 must be packed in Big Green Box only

item 7 \$223.50 min applies



CONTAINER SIZE									
Item No.	Waste Type	Disposal Method	Package Method	5 gal	16 gal	30 gal	55 gal	CYB/Pallet	Other
16.	Light Bulbs – High Pressure Sodium	RC	Loose pack	186.82	321.00	401.25	535.00		3.40 /bulb
17.	Light Bulbs – Low Pressure Sodium	RC	Loose pack						4.52 /bulb
18.	Light Bulbs – Ultraviolet	RC	Loose pack						6.20 /bulb
19.	All other Universal Wastes will be charged at an Invoice Cost Plus <u>15</u> %								
<b>TOTALS FOR EACH COLUMN</b>				\$ 6,961.99	\$ 10,129.05	\$ 16,714.25	\$ 11,895.50	\$ 1,871.04	\$ 588.76
<b>TOTAL SECTION 8.2</b>									\$ 48,161.59
<b>TOTAL FOR ALL ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES (SECTIONS 2 - 8):</b>									\$ 317,877.26
<u>Disposal Method:</u> L = Landfill    RC=Recycling/Reuse		<u>U/M –Unit of Measure</u> BX-Box    EA-each		<u>Container Type:</u> CYB = cubic yard fiber board box					

## PRICING SCHEDULE II – EMERGENCY RESPONSE SERVICES RATES

**1. GENERAL.** The estimated quantities provided by the City are not guaranteed and are listed for purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

**2. LABOR RATES.** NOTE: All labor hours shall be calculated portal-to-portal.

Item No.	Est. Qty.	U/M	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate (hr): <u>174.37</u> Overnight rate (per diem)*: <u>150.00</u>	\$ 116.25	\$ 116.25
2.	1	HR	Field Technician Overtime List Rate (hr): <u>172.17</u> Overnight rate (per diem) *: <u>150.00</u>	\$ 114.78	\$ 114.78
3.	1	HR	Driver (Class A) Overtime List Rate (hr): <u>211.07</u> Overnight rate (per diem) *: <u>150.00</u>	\$ 140.71	\$ 140.71
4.	1	HR	Emergency Response Foreman Overtime List Rate (hr): <u>172.17</u> Overnight rate (per diem) *: <u>150.00</u>	\$ 114.78	\$ 114.78
<b>TOTAL SECTION 2:</b>					<b>\$ 486.51</b>

\*Overnight stay per diem rate (meals and lodging), per person.

**3. MATERIALS PRICING.** Note: Use of absorbents materials as a part of lab packing hazardous waste is to be included in the disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 219.52	\$ 219.52
2.	1	EA	Universal absorbent rolls	\$ 219.52	\$ 219.52
3.	1	BG	Vermiculite – 4 cubic foot bag size (For Spill Clean Up only)	\$ 79.02	\$ 79.02
4.	1	BG	Ultrasorb – 25 pound bag Size (For Spill Clean Up only)	\$ 20.16	\$ 20.16
5.	1	EA	Hand Pump (disposable)	\$ 41.44	\$ 41.44
6.	1	RL	Shrink Wrap	\$ 235.20	\$ 235.20
7.	1	RL	Hazard Tape	\$ 68.32	\$ 68.32
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 119.84	\$ 119.84
9.	1	EA	Coliwassa	\$ 21.28	\$ 21.28
10.	1	EA	Visqueen 6 mil	\$ 211.96	\$ 211.96
11.	1	EA	Duct tape	\$ 23.52	\$ 23.52
12.	1	EA	All other Disposable Supplies will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 3:</b>					<b>\$ 1,259.78</b>

**4. EQUIPMENT PRICING.** Note: Personal protective gear costs for hazardous waste packaging and transportation component of service is to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – supplied air and any specialized outerwear	\$ 243.04	\$ 243.04
2.	1	ST	Level A – Fully encapsulated suit	\$ 448.00	\$ 448.00
3.	1	DY	Cutoff saw (Sawsall)	\$ 77.06	\$ 77.06
4.	1	DY	Portable Lighting	\$ 102.14	\$ 102.14
5.	1	DY	High Pressure Low Volume Washer (with hoses and nozzles)	\$ 144.48	\$ 144.48
6.	1	DY	Generator (gas powered with fuel)	\$ 169.12	\$ 169.12
7.	1	DY	Portable Poly Tank with Containment – 500 GL size	\$ 376.32	\$ 376.32
8.	1	DY	Backhoe	\$ 616.00	\$ 616.00
9.	1	DY	40 cubic yard Roll Off Container with Tarps & Bows	\$ 23.52	\$ 23.52
10.	1	DY	25 cubic yard Roll Off Container with Tarps & Bows	\$ 23.52	\$ 23.52
11.	1	EA	Bin Liners	\$ 78.40	\$ 78.40
12.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 198.02	\$ 198.02
13.	1	DY	Confined Space Entry Equipment	\$ 353.02	\$ 353.02
14.	1	EA	Body Harness	\$ 0.00	\$ 0.00
15.	1	DY	Bobcat excavator	\$ 647.36	\$ 647.36
16.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 318.08	\$ 318.08
17.	1	DY	Boom Lift	\$ 468.16	\$ 468.16
18.	1	DY	Ventilation Fan	\$ 85.12	\$ 85.12

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
19.	1	DY	Copus Blower	\$ 85.12	\$ 85.12
20.	1	DY	Drum Vacuum with hoses and fittings	\$ 64.96	\$ 64.96
21.	1	EA	All other equipment will be charged at an Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION 4:</b>					<b>\$ 4,521.44</b>

**5. INSTRUMENTATION PRICING.** Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 153.44	\$ 153.44
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$ 216.16	\$ 216.16
3.	1	EA	Field Chemical Identification kit (Full HazCat Kit required.) Simple field testing of pH is a part of the emergency response vehicle.	\$ 30.80	\$ 30.80
4.	1	EA	All other instrumentation will be charged at an Invoice Cost Plus <u>15</u> %	\$ cost +15%	\$ cost +15%
<b>TOTAL SECTION 5:</b>					<b>\$ 400.40</b>

**6. VEHICLE PRICING.** Note: Any vehicle costs for transportation of containerized hazardous waste (5 gallon – 85 gallon size, tote/pallet, cubic yard box/pallet) component of service are to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Flatbed Truck	\$ 286.72	\$ 286.72
2.	1	DY	Step Van	\$ 329.73	\$ 329.73
3.	1	DY	Pick-up Truck/Passenger Van	\$ 251.78	\$ 251.78
4.	1	DY	Semi-Tractor	\$ 797.44	\$ 797.44
5.	1	DY	Storage Van	\$ 594.94	\$ 594.94
6.	1	DY	Liftgate Truck	\$ 286.72	\$ 286.72
7.	1	DY	Emergency Response Vehicle – Stocked with items such as non-disposable spill cleanup equipment and tools, fire protection, simple chemical field tests materials, safety and traffic control equipment and materials, decontamination equipment, and any other basic supplies/equipment to perform the activity.	\$ 963.20	\$ 963.20
8.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges and any wash out charges)	\$ 97.44	\$ 97.44
9.	1	HR	High Lift Vacuum Truck – Caustic chemical resistant (with hoses and flanges and able to recover liquids and solids so can hydro-excavate in sensitive areas, and has a dump bed with large door opening and any wash out charges.)	140.00	140.00
10.	1	HR	Roll off Truck	\$ 97.44	\$ 97.44
11.	1	HR	Vacuum Truck (with hoses and flanges and any wash out charges)	\$ 97.44	\$ 97.44
12.	1	EA	All other vehicles will be charged at an Invoice Cost Plus <u>15</u> %		
				<b>TOTAL SECTION 6:</b>	<b>\$ 3,942.85</b>

item 8 & 11 Wash out charges will be billed separate at \$255 ea

**7. EMERGENCY RESPONSE DISPOSAL PRICING.** Pricing shall include all necessary materials and equipment needed to complete the service as described in this Contract for the listed waste types per container size and disposal method specified.

**7.1 HAZARDOUS WASTE DISPOSAL PRICING**

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
1	Acidic, Liquid, Inorganic	DI	LP	161.62	270.60	338.25	451.00		
2	Acidic, Liquid, Inorganic	T	LP	161.62	270.60	338.25	451.00		8.20 /GL*
4	Acidic, Liquid, Organic	DI	LP	161.62	270.60	338.25	451.00		
5	Acidic, Liquid, Organic	T	LP	161.62	270.60	338.25	451.00		8.20 /GL*
6	Aerosols, All Types mixed	DI	Loose pack	161.62	270.60	338.25	451.00		
7	Basic, Liquid, Inorganic	DI	LP	161.62	270.60	338.25	451.00		
8	Basic, Liquid, Inorganic	T	LP	161.62	270.60	338.25	451.00		8.20 /GL*
9	Basic, Solid, Inorganic	DI	LP	161.62	270.60	338.25	451.00		
10	Basic, Solid, Inorganic	T	LP	161.62	270.60	338.25	451.00		
11	Corrosive Liquid, Basic, Inorganic (caustic soda solution 20-50%)	T	Bulk	179.09	254.40	318.00	424.00		1.73 /GL*
12	Compressed Gas Cylinder: MAPP Gas (single use, 1 pound cylinder)	DI	Loose pack						31.54 Ea.
13	Compressed Gas Cylinder: Propane (1 pound cylinder)	DI	Loose pack						31.54 Ea.
14	Compressed Gas Cylinder: Propane (5 gallon cylinder/barbeque size)	DI	Loose pack						53.94 Ea.

items 2, 5 & 8 this per gallon rate is for bid evaluation only, this labpack waste will be billed by the drum rate not per gallon.  
 item 11 \$1000 min applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
15	Combustible Liquid, n.o.s. (water/diesel mixture)	DI	Bulk	145.49	187.20	234.00	312.00		
16	Corrosive Liquid, Acidic, Inorganic (ferric or ferrous chloride)	T	Bulk	179.09	254.40	318.00	424.00		3.69 /GL*
17	Corrosive Liquid, Acidic Inorganic (ferric or ferrous chloride)	DI	Bulk	254.69	405.60	507.00	676.00		7.00 /GL*
18	Corrosive Liquid, Basic Inorganic, n.o.s. (sodium hydroxide solution)	T	Bulk	145.49	187.20	234.00	312.00		1.73 /GL*
19	Corrosive Liquid, Acidic, Inorganic, n.o.s.	DI	Bulk	254.69	405.60	507.00	676.00		
20	Corrosive Liquid, Acidic, Inorganic, n.o.s.	S	LP	161.62	270.60	338.25	451.00		
21	Corrosive Liquid, Acidic, Inorganic, n.o.s.	S	Bulk	179.09	254.40	318.00	424.00		
22	Corrosive Liquid, Acidic, Inorganic, n.o.s.	T	Bulk	179.09	254.40	318.00	424.00		
23	Corrosive Liquid, Basic Inorganic, n.o.s.	DI	Bulk	254.69	405.60	507.00	676.00		
24	Corrosive Liquid, Basic, Inorganic, n.o.s.	T	Bulk	145.49	187.20	234.00	312.00		3.28 /GL*
25	Corrosive Liquid, n.o.s.	RC / S	Bulk	179.09	254.40	318.00	424.00		
26	Corrosive Liquids, Oxidizing, n.o.s.	S	LP	161.62	270.60	338.25	451.00		
27	Corrosive Solid, Basic, Organic, n.o.s.	S	LP	161.62	270.60	338.25	451.00		
28	Corrosive Solid, Acid, n.o.s.	S	Bulk	169.01	234.60	293.25	391.00		
29	Corrosive Solid, Acid, n.o.s.	S	LP	161.62	270.60	338.25	451.00		

item 16 assumes <20% conc.; \$1000 min applies

item 17 5000 gal min applies

item 18 & 24 \$1000 gal min applies



Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
30	Crushed/Broken Fluorescent Bulbs	RC	Bulk	257.71	412.20	515.25	687.00		
31	Empty Drums, Non-RCRA (metal)	RC	Bulk	34.61	52.80	66.00	88.00		
32	Empty Drums, Non-RCRA (poly)	L	Bulk	34.61	52.80	66.00	88.00		
33	Empty Totes (250 gallon), RCRA	RCL	Bulk						500.00 Ea
34	Empty Totes (250 gallon), non-RCRA	RC-L	Bulk						500.00 Ea
35	Flammable Liquid, n.o.s.	FI	LP	144.82	237.00	296.25	395.00		
36	Flammable Liquid, n.o.s.	FI	Bulk	142.46	181.20	226.50	302.00		
37	Flammable Liquid, n.o.s.	DI	Bulk	132.05	160.80	201.00	268.00		
38	Flammable Liquid, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
39	Flammable Liquid, n.o.s. (Diesel, gasoline)	FI	Bulk	152.21	201.00	251.25	335.00		
40	Flammable Liquid, n.o.s. (Jet fuel with water)	DI	Bulk	132.05	160.80	201.00	268.00		
41	Flammable Liquids, Corrosive n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
42	Flammable Liquid, Toxic, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
43	Flammable Solid, n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		
44	Flammable Solid n.o.s.	DI	LP	144.82	237.00	296.25	395.00		
45	Flammable Solids, Organic n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
46	Fluorosilicic Acid (5%-25% solutions)	T	Bulk	221.09	338.40	423.00	564.00		11.84 /GL*
47	Fusee (Road Flares)	S	Loose pack	332.42					
48	Hazardous Waste Liquid n.o.s.	DI	Bulk	195.89	288.00	360.00	480.00		
49	Hazardous Waste Liquid (water, benzene)	DI	Bulk	195.89	288.00	360.00	480.00		
50	Hazardous Waste Solid n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		
51	Hazardous Waste Solid (Debris with Benzene)	DI	Bulk	179.09	254.40	318.00	424.00		
52	Hazardous Waste Solid n.o.s. (Heavy metals)	S	Bulk	169.01	234.60	293.25	391.00		
53	Hydrogen Peroxide 10% - 50%	S	Bulk	523.49	943.20	1,179.00	1,572.00		37.95 /GL*
54	Latex Paint	RC	Loose Pack	107.86	163.20	204.00	272.00		
55	Mercury, Elemental	RC S/L	Bulk	6,823.49					
56	Mercury Compounds/ Debris Contaminated with Mercury	RC	LP	1,396.42	2,740.20	3,425.25	4,567.00		
57	Mercury Contained in Manufactured Articles, 8, PGIII	RC	LP	1,396.42	2,740.20	3,425.25	4,567.00		
58	Non-PCB Ballasts/Transformers	R	Loose Pack	102.82	153.00	191.25	255.00		11.00 /Ea
59	Non-RCRA Hazardous Waste Liquid	DI	Bulk	195.89	288.00	360.00	480.00		
60	Non-RCRA Hazardous Waste Liquid	DI	LP	161.62	270.60	338.25	451.00		

item 46 other accepted in totes only

item 53 \$4000 min applies

item 58 drum rate is minimum charge, each rate applies to ballast <5 lbs each

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
61	Non-RCRA Hazardous Waste Liquid	L	Bulk	145.49	187.20	234.00	312.00		1.01 /GL*
62	Non-RCRA Hazardous Waste Liquid	L	LP	94.42	136.20	170.25	227.00		
63	Non-RCRA Hazardous Waste Liquid with heavy metals	L	Bulk	145.49	187.20	234.00	312.00		
64	Non-RCRA Hazardous Waste Liquid (petroleum oil)	RC	LP	144.82	237.00	296.25	395.00	1,580.00	
65	Non-RCRA Hazardous Waste Liquid (petroleum oil)	DI	LP	161.62	270.60	338.25	451.00	1,804.00	
66	Non-RCRA Hazardous Waste Liquid (petroleum oil)	RC	Bulk	118.61	133.80	167.25	223.00	1,115.00	0.40 /GL*
67	Non-RCRA Hazardous Waste Liquid (petroleum oil)	DI	Bulk	132.05	160.80	201.00	268.00	1,340.00	1.32 /GL*
68	Non-RCRA Hazardous Waste Solid	L	LP	94.42	136.20	170.25	227.00	794.50	
69	Non-RCRA Hazardous Waste Solid	DI	Bulk	187.49	271.20	339.00	452.00	1,582.00	
70	Non-RCRA Hazardous Waste Solid (debris with sodium hydroxide)	S	Bulk	135.41	167.40	209.25	279.00		
71	Non-RCRA Hazardous Waste Solid, (Water treatment polymer)	L	Bulk	135.41	167.40	209.25	279.00	976.50	47.88 /Ton*
72	Non-RCRA Hazardous Waste Solid (debris with sodium hypochlorite and/or sodium hydroxide)	S	Bulk	135.41	167.40	209.25	279.00		
73	Non-RCRA Hazardous Waste Solid (debris/soil with heavy metals)	L	Bulk	135.41	167.40	209.25	279.00		

item 61 3000 gal min applies

item 66 500 gal min applies

item 67 \$1000 min applies

item 71 \$550 Min. per bin applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
74	Non-RCRA Hazardous Waste Solid (oil or diesel containing soil/debris)	L	Bulk	135.41	167.40	209.25	279.00		
75	Oxidizing Liquid, n.o.s.	S	LP	161.62	270.60	338.25	451.00		
76	Oxidizer-Pool Chemicals	T	LP	161.62	270.60	338.25	451.00		
77	Oxidizer-Pool Chemicals	DI	LP	161.62	270.60	338.25	451.00		
78	Paint Related Materials, 3, PGII (oil based paint, paint related materials)	FI	Bulk	165.65	228.00	285.00	380.00		
79	Paint Related Materials, 3, PGII (oil based paint, paint related materials)	FI	Loose pack	144.82	237.00	296.25	395.00	1,382.50	
80	Paint Related Materials, 3, PGII (oil based paint, paint related materials)	DI	Loose pack	144.82	237.00	296.25	395.00	1,382.50	
81	PCB ballasts	PCB	Loose pack	128.02	203.40	254.25	339.00		
82	Picric acid (wetted with not less than 30% water)	DI	LP	304.42					
83	Poison Liquids, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
84	Poison Solids, n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		
85	Poison Solids, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
86	RCRA Hazardous Waste, Toxic, Inorganic, Solid (debris with heavy metals)	L	Bulk	195.89	288.00	360.00	480.00		163.80 /Ton*
87	RCRA Hazardous Waste, Solid, (debris with gasoline)	DI	Bulk	221.09	338.40	423.00	564.00		

item 87 \$1250 Min. per bin applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
88	RCRA Hazardous Waste, Solid, (debris with gasoline)	L	Bulk	160.27	217.20	271.50	362.00		69.30 /Ton*
89	Sharps	AC/L	Loose Pack	165.65	258.00	322.50	430.00		
90	Corrosive Liquid, Basic Inorganic, (sodium hydroxide solution)	T	Bulk	145.49	187.20	234.00	312.00		1.73 /GL*
91	Sodium Hypochlorite solutions	S	Bulk	321.89	540.00	675.00	900.00		3.04 /GL*
92	Toxic Liquid, Corrosive, Inorganic, n.o.s.	T	Bulk	254.69	405.60	507.00	676.00		
93	Toxic Liquid, Corrosive, Inorganic, n.o.s.	T	LP	161.62	270.60	338.25	451.00		
94	Toxic Liquid, Inorganic, n.o.s.	RC / S	Bulk	179.09	254.40	318.00	424.00		
95	Toxic Liquid, Organic, n.o.s.	DI	Bulk	170.69	237.60	297.00	396.00		
96	Toxic Liquid, Flammable, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
97	Toxic Liquid, Flammable, n.o.s.	DI	Bulk	212.69	321.60	402.00	536.00		
98	Toxic Liquid, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
99	Toxic Liquid, n.o.s.	L	LP	161.62	270.60	338.25	451.00		
100	Toxic Solid, Inorganic, n.o.s.	S	Bulk	169.01	234.60	293.25	391.00		
101	Toxic Solid, Inorganic, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		
102	Toxic Solid, Organic, n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		
103	Toxic Solid, n.o.s.	DI	LP	161.62	270.60	338.25	451.00		

item 88 \$900 Min. per bin applies

item 90 & 91 \$1000 min. applies

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER TYPE					
				5 gal	16 gal	30 gal	55 gal	CYB/ Pallet	Other
104	Toxic Solid, n.o.s.	DI	Bulk	221.09	338.40	423.00	564.00		
105	Toxic Solid, n.o.s.	L	LP	161.62	270.60	338.25	451.00		
106	Toxic Solid, n.o.s.	L	Bulk	169.01	234.60	293.25	391.00		
107	Toxic Solid, Corrosive, Inorganic, n.o.s.	DI	Bulk	254.69	405.60	507.00	676.00		
108	All other Emergency Response Disposal not categorized will be charged at an Invoice Cost Plus <u>30</u> %.								
<b>TOTALS FOR EACH COLUMN:</b>				\$ 26,702.70	\$ 30,675.00	\$ 38,343.75	\$ 51,125.00	\$ 12,909.00	\$ 1,434.77
<b>TOTAL SECTION 7.1:</b>									161,190.23

\*Per Gallon and per Ton pricing does not include transportation costs.

Disposal Method:

DI = Destructive Incineration  
 FI = Fuel Incineration  
 L = Landfill  
 RC = Recycling/Reuse  
 T = Treatment  
 S=Stabilization  
 AC=Autoclave

U/M –Unit of Measure

HR-hour  
 EA-each  
 BG-bag  
 RL-roll  
 ST- suit  
 DY-day  
 GL-gallon  
 BX-box

Container Type:

CYB = cubic yard fiber board box  
 LP=Lab pack

Package Method:

LP-lab pack

**7.2 UNIVERSAL WASTE DISPOSAL PRICING**

Item No.	Waste Type	Disposal Method	Package Method	CONTAINER SIZE						
				5 gal	16 gal	30 gal	55 gal	CYB/Pallet	Other	
1.	Batteries – Alkaline	L	Loose pack	94.42						
2.	Batteries – Alkaline	RC	Loose pack	220.42						
3.	Batteries – Rechargeable (all types other than lithium)	RC	Loose pack	245.62						
4.	Batteries – Lithium (non-rechargeable)	RC	Loose pack	336.00						
5.	Batteries – Mercury	RC	Loose pack	1,396.42						
6.	Fluorescent Tubes – (1'-4') (per bulb)	RC	Loose pack							1.16 /bulb
7.	Fluorescent Tubes – (6'-8') (per bulb)	RC	Loose pack							1.16 /bulb
8.	Fluorescent Tubes – CFL (per bulb)	RC	Loose pack							1.44 /bulb
9.	Fluorescent Bulbs – Misc. sizes (CFL, 1 ft., 2 ft., U-Shape, Circular, etc.)	RC	Loose pack	153.22	253.80	317.25	423.00	1,480.50		
10.	Fluorescent Bulbs – U-shape (per bulb)	RC	Loose pack							2.84 /bulb
11.	Fluorescent Bulbs – Circular (per bulb)	RC	Loose pack							2.84 /bulb
12.	All other Universal Wastes will be charged at an Invoice Cost Plus <u>15</u> %									
<b>TOTALS FOR EACH COLUMN</b>				\$ 2,446.08	\$ 253.80	\$ 317.25	\$ 423.00	\$ 1,480.50		\$ 9.44
<b>TOTAL SECTION 7.2</b>										4,930.07
<b>TOTAL FOR ALL EMERGENCY RESPONSE HAZARDOUS WASTE SERVICES (SECTION 2 - SECTION 7):</b>										\$ 176,731.27

Disposal Method:

L = Landfill    RC = Recycling/Reuse

Package Method:

LP-lab pack

Container Type:

CYB = cubic yard fiber board box

item 4 must be packaged in Big Green Box

### PRICING SCHEDULE III– PERFORMANCE BOND

Item No.	Description	Extension
1.	Bond (Payment and Performance) based on estimate below	\$ 27,000.00

\*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 \$3,000,000.00.



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## **General Pricing Conditions**

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated 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.

## ***Assumptions and Considerations***

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

1. Profiles submitted electronically through Clean Harbors Online Services will be approved at no charge. Approval of hard copy (paper) profiles will be charged at \$75 each.
2. All approved (“Approved”) waste streams are coded with Clean Harbors’ Waste Classification Codes (WCCs), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, as well as a sample, representative analysis and/or Safety Data Sheet (SDS) must be submitted prior to approval and scheduling.
3. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
4. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined, but will generally follow the same specifications as the containerized (i.e., drummed, lab packed, etc.) wastes.
5. All pricing presented in this contract is based on Clean Harbors’ ability to utilize our approved network of audited TSDFs. If the number of sites approved by the City is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
6. Unless otherwise noted on the bid price sheet, all prices are in US funds. Upon contract award, Clean Harbors will convert US funds to Canadian funds for Canadian generators using the current exchange rate at the time of the bid award.
7. Except where specifically quoted otherwise in the pricing matrix, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
  - 7.1. Disposal Pricing Conversions – Pricing for container sizes other than 55-gallon will be extrapolated as follows:

Container Size	Container Multiplier*
5 gallon or less	55-gallon price x 0.30 (or minimum charge listed below whichever is greater)
6 gallon – 20 gallon	55-gallon price x 0.60 (or minimum charge listed below whichever is greater)
21 gallon – 30 gallon	55-gallon price x 0.75 (or minimum charge listed below whichever is greater)
31 gallon – 55 gallon	55-gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55-gallon price x 1.45
Pallets or cubic yard flexbins	55-gallon price x 3.50
Tote (<300 gallon)	55-gallon price x 5.00
Tote (300 - 375 gallon)	55-gallon price x 6.30

8. Unless otherwise quoted, the following labor hours are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel:
- All hours worked in excess of eight (8) on a normal workday (Monday - Friday), up to twelve (12) hours.
  - All hours worked on a Saturday, up to eight (8) hours.

Unless otherwise quoted, the following labor hours are considered Premium Time and will be invoiced at 2.0 times the applicable straight time rate for all billable personnel:

- All hours worked in excess of twelve (12) on a normal workday (Monday - Friday).
- All hours worked in excess of eight (8) on a Saturday.
- All hours worked all day on a Sunday and holidays.

9. All transportation rates are based on utilization of Clean Harbors' transportation equipment or Clean Harbors approved transporters.

10. Transportation Demurrage Schedules

10.1. **Drummed Waste** – The amount of time required by Clean Harbors' driver to load drums at a single stop is built into our transportation rates. As the number of drums to be loaded increases, the amount of loading time allocated increases.

The table below outlines Clean Harbors' sliding scale of "free" loading time versus the number of drums being loaded. Onsite time more than the free allocated loading hours below will be charged demurrage.

Number of Shipping Containers Loaded Per Stop	Free Loading Hours Allocated
≤ 10	0.50
11 to 15	0.75
16 to 25	1.00
26 to 35	1.25

36 to 45	1.50
46 to 50	1.75
51 to 80	2.00

The demurrage rate for Vans, Box Trucks and Flat-Bed Trailers is \$115.00/hour.

10.2. **Bulk Waste** – Demurrage rates for bulk waste transportation are outlined below:

<b>Bulk Vehicle Description</b>	<b>Demurrage Rate Per Hour</b>
Vacuum Trailer, Cusco	\$125
Liquid Transporter Trailer	\$125
Roll Off	\$115
Dump Trailer	\$115

18.2.1. For conforming waste, demurrage only to be charged after one (1) hour on the generator's site.

18.2.2. Unloading demurrage will not be charged for wastes being delivered to Clean Harbors' plants, unless a very significant generator-caused problem develops, such as improperly identified or non-conforming waste or a chemical release because of a failed container. An exception to this allowance is for direct burn and/or direct feed materials being incinerated. Demurrage will be invoiced based on the hours it takes to burn the material unless the trailer can be dropped at the incinerator and picked up when empty.

18.2.3. Demurrage will be charged for time when shipments unloaded at non-Clean Harbors facilities is more than one (1) hour. Clean Harbors will do its best to properly coordinate such loads, however we cannot control the process times at non-Clean Harbors' facilities.

19. Pumping Time will be charged at the \$130.00/hour, which covers the time Clean Harbors is using a vacuum truck to pump materials from a tank(s) or container(s) into the vacuum truck.

20. CHES reserves the right to quote unique transportation pricing for lined or agitated trailers or drop deck flatbeds, roll off rental and roll off drop fees as required.

21. Repairs to damaged Clean Harbors' owned or leased rolloff containers or other equipment by a customer will be invoiced at cost-plus 30% for parts and labor.

22. Customer must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the Customer. Contractor will work with Customer to minimize costs associated with return of waste.

23. Reactive alkali metal compounds should typically be packaged in metal outer containers no larger than 5 gallons in size. The inner contents must be less than 5 pounds of reactive metal or less than 20 pounds of reactive batteries in rigid poly containers. Reactive metals and batteries must be packaged under oil. Requests to manage these materials in larger inner charge sizes or larger outer container sizes will be handled on a case-by-case basis.

27. Prices for PCB items are only effective if the items are received within 9 months of the out of

service date (OSD). Out of Service Date (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for OSD's exceeding 9 months will be billed as follows:

- 27.1. Received over 9 months – 1.25 x base price
- 27.2. Received over 10 months – 1.50 x base price
- 27.3. Received over 11 months – 2.00 x base price

28. Compressed Gas Cylinder Conditions

- 28.1. Certain high hazard and extremely reactive cylinders will be handled case-by-case including chlorine dioxide, xenon difluoride, pentaborane, tetrafluorohydrazine, hydrogen cyanide anhydrous, fluorine >5%, sodium potassium alloy, potassium, sulfur trioxide, bromine pentafluoride, bromine trifluoride, chlorine pentafluoride, chlorine trifluoride, trifluoromethyl peroxide, trifluoromethylhypofluorite, xenon dioxide, xenon hexafluoride, xenon tetrafluoride, bis (trifluoromethyl) peroxide, hydrazine, methyl hydrazine, oxygen difluoride.
- 28.2. Zone A cylinder transportation (as required) will be quoted case-by-case and will be billed in addition to disposal.
- 28.3. Cylinders required to be returned to the generator after processing must be properly labeled to indicate "Return to Generator" and have operable valves. Return transportation will be quoted case-by-case.
- 28.4. Cylinders required to be returned to the generator after processing must be properly labeled to indicate "Return to Generator" and have operable valves. Return transportation will be quoted case-by-case.
- 28.5. Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.
- 28.6. Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$450.
- 28.7. Cylinders with a stuck/ rusted valve cap will be subject to a \$55.00 stuck cap charge.
- 28.8. Cylinders must in DOT-shippable condition.
- 28.9. Cylinders with greater than 5% solids maybe subject to surcharge or rejection.
- 28.10. All ½ ton, 1 ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a connect and disconnect fee of \$ 1,800.00 each. If scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.
- 28.11. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance
- 28.12. Phosgene leak test will be quoted case-by-case.
- 28.13. Cylinder pricing offered in this proposal is contingent upon approval of the Clean Harbors, LaPorte, TX transfer, storage and disposal facility.

<b>Cylinder Sizes</b>	
Lecture (CYLE) -	Up to 3" dia. and 13" length or 4" dia. and 10" length
Small (CYSM) -	Up to 4" dia. and 24" length
Medium (CYME) -	Up to 12" dia. and 36" length

Large (CYLG) -	Up to 16" dia. and 56" length
Extra Lrg (CYXL) -	Up to 20" dia. and 64" length
½ Ton (CYHT)* -	Up to 30" dia. and 52" length or 20" dia. and 82" length
Ton (CYTN)* -	Up to 24" dia. and 94" length or 30" dia. and 82" length

29. Cleanouts of vacuum or sludge boxes will be charged at \$650.00.
30. Solidification of free liquids in a bulk solid container will be subject to a Bin Top Stabilization Fee of \$350.00 per container.
31. Cleanout/ Decontamination of bulk solid containers or tankers hauling PCB waste that are not in PCB dedicated service may be subject to a PCB cleanout/ decontamination fee of \$6,200.00 per container/ tanker.
32. Overpacked drums with the drum inverted will be subject to a \$50.00 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors' plant, an overpack fee of \$350.00 will be invoiced.
33. Shipments in a Vactor and/or Cusco will be subject to a three (3) ton disposal minimum per vehicle.
41. Fees & Taxes
- 41.1. On June 30, 2018, the US EPA activated the E-Manifest system. The EPA will charge the receiving treatment, storage and disposal facility (TSDF) a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 per manifest on every invoice effective October 1, 2019.

The following pages have our waste class codes (WCC) associated with the quoted prices and a list of the specs for our WCC.

## WCC Associated to Pricing

PRICING SCHEDULE I – ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATES		
8.1 HAZARDOUS WASTES DISPOSAL PRICING		
Item No.	Clean Harbors WCC	Waste Type
1	LCCRQ	Aerosols, 2.1 (All Types mixed)
2	LRCTQ	Aerosols, 2.2, (Pepper Spray/Mace)
3	A22K	Ammonia Solutions (no more than 10% Ammonia), 8, PGIII ( <b>added line in 2023</b> )
4	D92K	Cadmium Compounds, 6.1, PGII
5	CAXI	Calcium Hypochlorite, Hydrated 5.1 PGII
6	A99X-5g	Cartridges, small arms ammunition, 1.4S, UN0012
7	FB2	Combustible Liquid, n.o.s., PG III (Decamethyl Cyclopentasiloxane, Grease/Sludge)
8	LCY1-LECT	Compressed Gas Cylinder, MAPP Gas (per cylinder)
9	LCY1-SM	Compressed gas cylinder, Propane, (1 pound size )
10	LCY1-MED	Compressed gas cylinder, Propane, (5 gallon size )
11	B22A	Corrosive Liquid, Acidic, Inorganic, n.o.s. (ferric or ferrous chloride)
12	CCRC	Corrosive Liquid, Acidic, Inorganic, n.o.s. (ferric or ferrous chloride)
13	CCRC	Corrosive Liquid, Acidic, Inorganic, n.o.s.
14	LCCRA	Corrosive, Liquid, Acidic, Inorganic, n.o.s.
15	LCCRA	Corrosive Liquid, Acidic, Inorganic, n.o.s.
16	B22A/AC	Corrosive Liquid, Acidic, Inorganic, n.o.s.
17	LCCRA	Corrosive Liquid, Acidic, Inorganic, n.o.s.
18	CCRC	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Chromic Acid, Sulfuric Acid)
19	B22C	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Chromic Acid, Sulfuric Acid)
20	B22A	Corrosive Liquid, Acidic, Inorganic, n.o.s. (hydrogen chloride, copper)

21	CCRC	Corrosive Liquid, Acidic Inorganic, n.o.s. (muriatic acid, formaldehyde)
22	LCCRC	Corrosive Liquid, Acidic, Organic, n.o.s.
23	LCCRC	Corrosive Liquid, Acidic, Organic, n.o.s.
24	LCCRC	Corrosive Liquid, Acidic, Organic, n.o.s.
25	CCRC	Corrosive Liquid, Basic Inorganic, n.o.s (potassium hydroxide, hydroquinone)
26	B22B	Corrosive Liquid, Basic, Inorganic, n.o.s. (Sodium Hydroxide, Water) <del>(caustic-soda solution 20-50%)</del>
27	CCRC	Corrosive Liquid, Basic, Inorganic, n.o.s
28	LCCRB	Corrosive Liquid, Basic, Inorganic, n.o.s.
29	LCCRB	Corrosive Liquid, Basic, Inorganic, n.o.s.
30	B22B	Corrosive Liquid, Basic, Inorganic, n.o.s
31	CCRC	Corrosive Liquids, Flammable, n.o.s. (hydrochloric acid, pyridine)
32	B22A	Corrosive Liquid, n.o.s.
33	CHG4	Corrosive Liquid, n.o.s., 8, PGI (Mercury/ Acid mixture)
34	B28	Corrosive Liquid, n.o.s., 8, PGII (Sodium persulfate, Phosphoric acid)
35	CCRC	Corrosive Liquid, Toxic, n.o.s. (Cadmium, Tartaric acid)
36	B22A	Corrosive Liquid, Toxic, n.o.s. (Cadmium, Tartaric acid)
37	B22N	Corrosive Liquid, Toxic, N.O.S (Nitric Acid, Heavy Metals)
38	CHG4	Corrosive Liquid, Toxic, N.O.S (Hydrochloric Acid, Mercury)
39	CHG4	Corrosive Liquid, Toxic, n.o.s., (Sulfuric acid, Mercury)
40	LCCRO	Corrosive Liquid, Oxidizing, N.O.S. (Sulfuric Acid, Potassium Dichromate)
41	CCS	Corrosive Solid, Basic, Organic, n.o.s. (Carbon, Potassium or Sodium hydroxide)
42	CCS	Corrosive Solid, Acidic, n.o.s.
43	LCCRA	Corrosive Solid, Acid, n.o.s.
44	LCCRB	Corrosive Solid, Basic, Inorganic, n.o.s.
45	LCCRB	Corrosive Solid, Basic, Inorganic, n.o.s.
46	LCCRB	Corrosive Solid, Basic, Inorganic, n.o.s.

47	LCCRB	Corrosive Solid, Toxic, N.O.S.
48	D23	Empty Drums, Non-RCRA (metal)
49	D23	Empty Drums, Non-RCRA (poly)
50	CBP-tote	Empty Totes (250 gallon), RCRA
51	CBP-tote	Empty Totes (250 gallon), non-RCRA
52	FB2E	Environmentally Hazardous Substance, Liquid, n.o.s. 9, (Asphalt Emulsion, Mineral spirits, d-Limonene)
53	FB1	Environmentally Hazardous Liquid, n.o.s (d-Limonene)
54	CBPR	Environmentally Hazardous Liquid, n.o.s (Lead)
55	LFB1	Flammable Liquid, n.o.s
56	FB1E	Flammable Liquid, n.o.s
57	FB1	Flammable Liquid, n.o.s
58	LCCRD	Flammable Liquid, n.o.s
59	FB1E	Flammable Liquids, n.o.s (Naphtha, Aliphatic Hydrocarbons)
60	FB1E	Flammable Liquids, n.o.s (Diesel, Gasoline)
61	FB2	Flammable Liquids, n.o.s. (jet fuel with water)
62	FB1E	Flammable Liquids, n.o.s. (Lacquer Thinner)
63	FB1	Flammable Liquids, n.o.s. 3, PGI (Hexane, Copper Sulfate)
64	FB1	Flammable liquids, n.o.s. 3, PGII (solutions of hexane, methanol or acetone)
65	LCCRC	Flammable Liquids, Corrosive, n.o.s.
66	CCRC	Flammable Liquid, Corrosive, N.O.S. (Methanol, Hydrochloric Acid)
67	DH3	Flammable Liquids, Toxic, n.o.s. (solutions of PCBs, Methanol, Hexane)
68	A40	Flammable Liquid, Toxic, n.o.s. 3, PGII (Methylene chloride, Acetone)
69	LCCRC	Flammable Liquid, Toxic, n.o.s.
70	CCRC	Flammable Liquid, Toxic, Corrosive, n.o.s (Acetonitrile, Methanol)
71	CCRK	Flammable Solid, N.O.S.
72	LPTN	Flammable Solid, N.O.S.



73	FB5	Flammable Solids, Organic, N.O.S.
74	CCRK	Flammable Solids, Organic, N.O.S. (Methyl Ethyl Ketone, Paint)
75	FB5	Flammable Solids, Organic, N.O.S. (Acetone Rags)
76	B22F	Fluorosilicic Acid (5% - 25%)
77	FB1E	Flammable Liquid, N.O.S. (Fuel, aviation turbine engine)
78	A99D-5g	Fusee (Road Flares)
79	B29A	Flammable Liquid, N.O.S (Guanidine Thiocyanate, Ethanol/ Hydrochloric Acid)
80	A22K	Hazardous Waste Liquid, N.O.S.
81	A99DB	Hazardous Waste Liquid, N.O.S. (Pyridine solution 1% - 5%)
82	A40	Hazardous Waste Liquid, N.O.S. (Chloroform solution)
83	A22K	Hazardous Waste Liquid, N.O.S. (Water, Benzene)
84	CCS	Hazardous Waste Solid, N.O.S. (Barium, Zinc)
85	CCRK	Hazardous Waste Solid, N.O.S.
86	LCCRC	Hazardous Waste Solid, N.O.S. (Barium, Copper)
87	FB5	Hazardous Waste Solid, N.O.S. (Benzene Absorbent)
88	CCS	Hazardous Waste Solid, N.O.S. (Lead, Barium)
89	CCS	Hazardous Waste Solid, N.O.S. (Lead)
90	A99DB	Hydrogen Peroxide 10%
91	A99DB	Hydrogen Peroxide 50%
92	LRCTQ	Lighters
93	B22A	Manganese test kit solution
94	LCHG4	Mercury Compounds
95	CHG4	Mercury Compounds, Solid, N.O.S. (Mercuric Chloride, Debris)
96	LCHG2-5g	Mercury Contained in Manufactured Articles, 8, PGIII
97	CHG2	Mercury Contaminated Debris
98	LCHG1-5g	Mercury, Elemental
99	B26A	Non-RCRA Hazardous Waste Liquid
100	A22K	Non-RCRA Hazardous Waste Liquid

101	LCCR	Non-RCRA Hazardous Waste Liquid
102	CBPS	Non-RCRA Hazardous Waste Liquid
103	LLF	Non-RCRA Hazardous Waste Liquid
104	A32	Non-RCRA Hazardous Waste Liquid (oil and water)
105	CBPS or A32	Non-RCRA Hazardous Waste Liquid, (Water with trace petroleum products)
106	LFB3	Non-RCRA Hazardous Waste Liquid (Latex Paint)
107	CBPS	Non-RCRA Hazardous Waste Liquid (Latex Paint)
108	CBPS	Non-RCRA Hazardous Waste Liquid (Water, Polymer)
109	A22K	Non-RCRA Hazardous Waste Liquid (Phenol solutions)
110	A22K	Non-RCRA Hazardous Waste, liquid, (formamide)
111	A22K	Non-RCRA Hazardous Waste, Liquid (Formamide 5% with plastic tubes)
112	CBPS	Non-RCRA Hazardous Waste Liquid (Heavy Metals)
113	A22K	Non-RCRA Hazardous Waste Liquid (Formalin 5%, seawater)
114	CCRKS	Non-RCRA Hazardous Waste Liquid, (Lab Debris, DNA Binding Buffer)
115	A40	Non-RCRA Hazardous Waste Liquid, (Refrigerant Oil)
116	FB1	Non-RCRA Hazardous Waste Liquid (refrigerant oil)
117	LFB1	Non-RCRA Hazardous Waste Solid
118	LLF	Non-RCRA Hazardous Waste Solid
119	CCRN	Non-RCRA Hazardous Waste Solid
120	FB5	Non-RCRA Hazardous Waste Solid (Sodium Sulfate/Filter Papers)

121	CBP	Non-RCRA Hazardous Waste Solid (Polymer, Water)
122	CBP	Non-RCRA Hazardous Waste Solid (Debris with Sodium Hydroxide)
123	CBP	Non-RCRA Hazardous Waste Solid (Debris with Sodium Hypochlorite)
124	CBP	Non-RCRA Hazardous Waste Solid, (Debris with Ferric or Ferrous Chloride)
125	CBP	Non-RCRA Hazardous Waste Solid, (Debris with Hydrochloric Acid)
126	CBP	Non-RCRA Hazardous Waste Solid, (Debris with Polymer)
127	CBP	Non-RCRA Hazardous Waste Solid (Iron Oxide, Nickel Oxides)
128	CBP	Non-RCRA Hazardous Waste Solid, (Manganese Dioxide, Copper Oxide)
129	CBP	Non-RCRA Hazardous Waste Solid (Heavy Metals)
130	CBP	Non-RCRA Hazardous Waste Solid, (Debris with Asphalt Emulsion)
131	CBP	Non-RCRA Hazardous Waste Solid (Oil or Diesel contaminated debris)
132	CBP/CBP R	Non-RCRA Hazardous Waste Solid (Activated Carbon pH <2)
133	CBP	Non-RCRA Hazardous Waste Solid (Dichloromethane/Sodium Sulfate)
134	CCD	Non-RCRA Hazardous Waste Solid (paint booth filters)
135	CBP-Bulk	Non-RCRA Hazardous Waste Solid, (Pall Rings contaminated w/ Sulfur)
136	CBP	Non-RCRA Hazardous Waste Solid (Petroleum Grease)
137	CBP	Non-RCRA Hazardous Waste Solid, (Laboratory PPE, Debris)
138	CBP	Non-RCRA Hazardous Waste Solid, ( Draeger Tubes)

139	LCCRO	Oxidizing liquid, N.O.S.
140	LCCRO	Oxidizing Solid, N.O.S. (Chlorinating Chemicals)
141	LCCRO	Oxidizing Solid, N.O.S. (Chlorinating Chemicals)
142	LCCRO	Oxidizing Solid, N.O.S.
143	LCCRO	Oxidizing Solid, Corrosive, N.O.S.
144	LPTP	Paint Related Materials, 3, PGII (Oil-Based Paint and related materials)
145	FB2E	Paint Related Materials, 3, PGII (Oil-Based Paint and related materials)
146	FB2E	Parts Washer Solvent Sludge
147	CHBL	PCB Ballasts
148	LCCRC	Poison Liquid, N.O.S.
149	D92K	Poison Solid, N.O.S.
150	LCCRC	Poison Solid, N.O.S.
151	RAD	Radioactive Material, Excepted Package (Exit Signs)
152	CCSM	RCRA Hazardous Waste, Toxic, Inorganic, (Debris with Heavy Metals)
153	CCRK	RCRA Hazardous Waste, Solid, (Debris with Gasoline, non-UST)
154	CBPR	RCRA Hazardous Waste, Solid, (Debris with Gasoline, non-UST)
155	D20X	Sharps
156	B22B	Sodium Hydroxide Solution, 8, PGII
157	CCSS	Solids containing Corrosive Liquid, N.O.S.
158	CCRK	Solids containing Flammable Liquid, N.O.S.
159	FB5	Solids containing Flammable Liquid, N.O.S. (Acetone, Naphtha)

160	CCRC	Toxic Liquid, Corrosive Inorganic, N.O.S.
161	LCCRC	Toxic Liquid, Corrosive Inorganic, N.O.S.
162	CCRC	Toxic Liquid, Corrosive, Organic, N.O.S. (Chloroform, Sulfuric acid)
163	LCHG2	Toxic Liquid, Corrosive, Inorganic, N.O.S. (dilute Mercury, Sulfuric Acid)
164	D90K	Toxic Liquid, Organic, N.O.S. (Cadmium, Isopropanol)
165	CCSS	Toxic Liquid, Inorganic, N.O.S.
166	A40	Toxic Liquid, Organic, N.O.S.
167	LCCRC	Toxic Liquid, Flammable, N.O.S.
168	D90K	Toxic Liquid, Flammable, N.O.S.
169	A40	Toxic Liquid, Organic N.O.S. (phenol, chloroform, isopropyl alcohol)
170	LCCRC	Toxic Liquid, N.O.S.
171	LCCRC	Toxic Liquid, N.O.S.
172	LCCRC	Toxic Solid, Flammable, N.O.S. (Cadmium
173	CCS	Toxic Solid, Inorganic, n.o.s
174	LCCRC	Toxic Solid, Inorganic, n.o.s
175	LCHG2-5g	Toxic Solid, Inorganic, N.O.S. (Mercury, Zinc)
176	CCSM	Toxic Solid, Inorganic, N.O.S. (Cadmium, Chromium)
177	D92K	Toxic Solid, Organic, N.O.S.
178	LCCRC	Toxic Solid, N.O.S.
179	D92K	Toxic Solid, N.O.S.
180	LCCRC	Toxic Solid, N.O.S.
181	CCS	Toxic Solid, N.O.S.
182	CCRC	Toxic Solid, Corrosive, Inorganic, N.O.S.
183	LRCT	Water Reactive Solid, N.O.S.

## 8.2 UNIVERSAL WASTE DISPOSAL PRICING

Item No.	WCC	Waste Type
1.	LBD1	Batteries – Alkaline
2.	LBD	Batteries – Rechargeable (all types other than lithium)
3.	LBBGB-5g	Batteries – Lithium (rechargeable)
4.	LBBGB-5g	Batteries – Lithium (non-rechargeable)
5.	LCHG3-5g	Batteries – Mercury
6.	LBBGB-5g	Batteries – All Types mixed - mailback box
7.	LBD2	Batteries – Wet Filled NiCad
8.	CFL1	Fluorescent Tubes – (1'-4') (per bulb)
9.	CFL1	Fluorescent Tubes – (6'-8') (per bulb)
10.	CFL8	Fluorescent Tubes – CFL (per bulb)
11.	CFL2	Fluorescent Bulbs –Misc. Sizes (CFL, 1ft, 2ft, U-Shape, Circular, etc.)
12.	CFL2-bulb	Fluorescent Bulbs – U-shape (per bulb)
13.	CFL2-bulb	Fluorescent Bulbs – Circular (per bulb)
14.	CFL9	Fluorescent Bulbs- Crushed/Broken
15.	CFL4-bulb	Light Bulbs – Metal halide (per bulb)
16.	CFL4	Light Bulbs –High Pressure Sodium
16.1	CFL4-bulb	Light Bulbs–High Pressure Sodium(per bulb)
17.	CFL5	Light Bulbs–Low Pressure Sodium (per bulb)
18.	CFL6	Light Bulbs –Ultraviolet (per bulb)

### PRICING SCHEDULE II – EMERGENCY RESPONSE SERVICES RATES

## 7. EMERGENCY RESPONSE DISPOSAL PRICING..

### 7.1 HAZARDOUS WASTE DISPOSAL PRICING

Item No.	WCC	Waste Type
1	LCCRA	Acidic, Liquid, Inorganic
2	LCCRA	Acidic, Liquid, Inorganic
4	LCCRA	Acidic, Liquid, Organic
5	LCCRA	Acidic, Liquid, Organic
6	LCCRQ	Aerosols, All Types mixed
7	LCCRA	Basic, Liquid, Inorganic
8	LCCRA	Basic, Liquid, Inorganic
9	LCCRA	Basic, Solid, Inorganic
10	LCCRA	Basic, Solid, Inorganic
11	B22B	Corrosive Liquid, Basic, Inorganic (caustic soda solution 20-50%)
12	LCY1-LECT	Compressed Gas Cylinder: MAPP Gas (single use, 1 pound cylinder)
13	LCY1-LECT	Compressed Gas Cylinder: Propane (1 pound cylinder)
14	LCY1-MED	Compressed Gas Cylinder: Propane (5 gallon cylinder/barbeque size)
15	FB2	Combustible Liquid, n.o.s. (water/diesel mixture)
16	B22A	Corrosive Liquid, Acidic, Inorganic (ferric or ferrous chloride)
17	CCRC	Corrosive Liquid, Acidic Inorganic (ferric or ferrous chloride)
18	<b>B26B</b>	Corrosive Liquid, Basic Inorganic, n.o.s (sodium hydroxide solution)
19	CCRC	Corrosive Liquid, Acidic, Inorganic, n.o.s.
20	LCCRA	Corrosive Liquid, Acidic, Inorganic, n.o.s.
21	CCSS	Corrosive Liquid, Acidic, Inorganic, n.o.s.

22	B22A	Corrosive Liquid, Acidic, Inorganic, n.o.s.
23	CCRC	Corrosive Liquid, Basic Inorganic, n.o.s.
24	B26B	Corrosive Liquid, Basic, Inorganic, n.o.s.
25	CCSS	Corrosive Liquid, n.o.s.
26	LCCRO	Corrosive Liquids, Oxidizing, n.o.s.
27	LCCRC	Corrosive Solid, Basic, Organic, n.o.s.
28	CCS	Corrosive Solid, Acid, n.o.s.
29	LCCRA	Corrosive Solid, Acid, n.o.s.
30	CFL9	Crushed/Broken Fluorescent Bulbs
31	D23	Empty Drums, Non-RCRA (metal)
32	D23	Empty Drums, Non-RCRA (poly)
33	CBP-tote	Empty Totes (250 gallon), RCRA
34	CBP-tote	Empty Totes (250 gallon), non-RCRA
35	LFB1	Flammable Liquid, n.o.s.
36	FB1E	Flammable Liquid, n.o.s.
37	FB1	Flammable Liquid, n.o.s.
38	LCCRD	Flammable Liquid, n.o.s.
39	FB1E	Flammable Liquid, n.o.s. (Diesel, gasoline)
40	FB1	Flammable Liquid, n.o.s. (Jet fuel with water)
41	LCCRC	Flammable Liquids, Corrosive n.o.s.
42	LCCRC	Flammable Liquid, Toxic, n.o.s.
43	CCRKR	Flammable Solid, n.o.s.
44	LPTN	Flammable Solid n.o.s.
45	CCRK	Flammable Solids, Organic n.o.s.
46	B22F	Fluorosilicic Acid (5%-25% solutions)
47	A99D-5g	Fusee (Road Flares)
48	A22K	Hazardous Waste Liquid n.o.s.
49	A22K	Hazardous Waste Liquid (water, benzene)
50	CCRK	Hazardous Waste Solid n.o.s.
51	FB5	Hazardous Waste Solid (Debris with Benzene)
52	CCS	Hazardous Waste Solid n.o.s. (Heavy metals)
53	A99DB	Hydrogen Peroxide 10% - 50%
54	LFB3	Latex Paint
55	LCHG1-5g	Mercury, Elemental



56	LCHG4	Mercury Compounds/ Debris Contaminated with Mercury
57	LCHG2-55g	Mercury Contained in Manufactured Articles, 8, PGIII
58	D80L	Non-PCB Ballasts/Transformers
59	A22K	Non-RCRA Hazardous Waste Liquid
60	LCCR	Non-RCRA Hazardous Waste Liquid
61	CBPS	Non-RCRA Hazardous Waste Liquid
62	LLF	Non-RCRA Hazardous Waste Liquid
63	CBPS	Non-RCRA Hazardous Waste Liquid with heavy metals
64	LFB1	Non-RCRA Hazardous Waste Liquid (petroleum oil)
65	LCCR	Non-RCRA Hazardous Waste Liquid (petroleum oil)
66	A31	Non-RCRA Hazardous Waste Liquid (petroleum oil)
67	FB1	Non-RCRA Hazardous Waste Liquid (petroleum oil)
68	LLF	Non-RCRA Hazardous Waste Solid
69	CCRN	Non-RCRA Hazardous Waste Solid
70	CBP	Non-RCRA Hazardous Waste Solid (debris with sodium hydroxide)
71	CBP	Non-RCRA Hazardous Waste Solid, (Water treatment polymer)
72	CBP	Non-RCRA Hazardous Waste Solid (debris with sodium hypochlorite and/or sodium hydroxide)
73	CBP	Non-RCRA Hazardous Waste Solid (debris/soil with heavy metals)
74	CBP	Non-RCRA Hazardous Waste Solid (oil or diesel containing soil/debris)
75	LCCRO	Oxidizing Liquid, n.o.s.
76	LCCRO	Oxidizer-Pool Chemicals
77	LCCRO	Oxidizer-Pool Chemicals
78	FB2E	Paint Related Materials, 3, PGII (oil based paint, paint related materials)
79	LPTP	Paint Related Materials, 3, PGII (oil based paint, paint related materials)
80	LPTN	Paint Related Materials, 3, PGII (oil based paint, paint related materials)
81	CHBL	PCB ballasts

82	LRCT-5g	Picric acid (wetted with not less than 30% water)
83	LCCRC	Poison Liquids, n.o.s.
84	D92K	Poison Solids, n.o.s.
85	LCCRC	Poison Solids, n.o.s.
86	CCSM	RCRA Hazardous Waste, Toxic, Inorganic, Solid (debris with heavy metals)
87	CCRK	RCRA Hazardous Waste, Solid, (debris with gasoline)
88	CBPR	RCRA Hazardous Waste, Solid, (debris with gasoline)
89	D20X	Sharps
90	B26B	Corrosive Liquid, Basic Inorganic, (sodium hydroxide solution)
91	B28I	Sodium Hypochlorite solutions
92	CCRC	Toxic Liquid, Corrosive, Inorganic, n.o.s.
93	LCCRC	Toxic Liquid, Corrosive, Inorganic, n.o.s.
94	CCSS	Toxic Liquid, Inorganic, n.o.s.
95	A40	Toxic Liquid, Organic, n.o.s.
96	LCCRC	Toxic Liquid, Flammable, n.o.s.
97	D90K	Toxic Liquid, Flammable, n.o.s.
98	LCCRC	Toxic Liquid, n.o.s.
99	LCCRC	Toxic Liquid, n.o.s.
100	CCS	Toxic Solid, Inorganic, n.o.s.
101	LCCRC	Toxic Solid, Inorganic, n.o.s.
102	D92K	Toxic Solid, Organic, n.o.s.
103	LCCRC	Toxic Solid, n.o.s.
104	D92K	Toxic Solid, n.o.s.
105	LCCRC	Toxic Solid, n.o.s.
106	CCS	Toxic Solid, n.o.s.
107	CCRC	Toxic Solid, Corrosive, Inorganic, n.o.s.

**Waste Type**

1.	<b>LBD1</b>	Batteries – Alkaline
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2.	LBD	Batteries – Alkaline
3.	<b>LBBGB-5g</b>	Batteries – Rechargeable (all types other than lithium)
4.	LBBGB-5g	Batteries – Lithium (non-rechargeable)
5.	LCHG3-5g	Batteries – Mercury
6.	<b>CFL1</b>	Fluorescent Tubes – (1'-4') (per bulb)
7.	CFL1	Fluorescent Tubes – (6'-8') (per bulb)
8.	<b>CFL8</b>	Fluorescent Tubes – CFL (per bulb)
9.	<b>CFL2</b>	Fluorescent Bulbs –Misc. sizes (CFL, 1 ft., 2 ft., U-Shape, Circular, etc.)
10.	<b>CFL2</b>	Fluorescent Bulbs – U-shape (per bulb)
11.	<b>CFL2</b>	Fluorescent Bulbs – Circular (per bulb)

## Clean Harbors Waste Classification Codes (WCC)

WCC	Classification Description	Specifications
A11	Methylene Chloride	<p>Less than one inch solids in the drum                      Less than 5 percent other chlorinated solvents                      Flash point greater than 140°F                      No PCB's or pesticides                      pH between 5-10                      Minimum yield 30 percent                      Must be pumpable                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A12	1,1,1 Trichloroethane	<p>Less than one inch solids in the drum                      Less than 5 percent other chlorinated solvents                      Flash point greater than 140°F                      No PCB's or pesticides                      pH between 5-10                      Minimum yield 30 percent                      Must be pumpable                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A14	Perchloroethylene	<p>Less than one inch solids in the drum                      Less than 5 percent other chlorinated solvents                      Flash point greater than 140°F                      No PCB's or pesticides                      pH between 5-10                      Minimum yield 30 percent                      Must be pumpable                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A14F	Perchloroethylene Dry Cleaning Filters or sludge	<p>Must be Shred-able                      Filters and Sludge are acceptable                      Flash point greater than 140°F                      No PCB's or pesticides                      pH between 5-10                      Free liquids &lt;25%                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A15	Trichlorotrifluoroethane	<p>Less than one inch solids in the drum                      Less than 5 percent other chlorinated solvents                      Flash point over 140°F                      No PCB's or pesticides                      pH between 5-10                      Minimum Yield 30 percent                      Must be pumpable                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A17	Non Halogenated Solvents	<p>Non halogenated solvents                      Specification and purity as per profile/sample                      recycling parameters individually assigned                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A18	Mixed Halogenated Solvents	<p>Mixed halogenated solvents                      Specification and purity as per profile/sample                      PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
A22	Low Btu Organic Liquid	<p>DRUM SPECIFICATIONS:                      Less than 5 ppm PCB's, not TSCA regulated                      Less than 5% organic halogen/sulfur                      Must not set-up in water or with organic solvents                      pH between 2-14                      Less than one inch of solids in the drum                      No pesticides                      Less than 5000 BTUs per pound                      PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>

A22K	Low Btu Organic Liquid	<p>BULK SPECIFICATIONS:          Heating value less than 2000 BTUs per pound          Metals within normal feed limits          Chlorine less than 5 percent          Iodine less than 0.5 percent          Fluorine less than 0.5 percent          Bromine less than 0.5 percent          Sulfur less than 3 percent          No pesticides or level A requirements          Na/K/Mg/P each less than 0.5%          Ash less than 5%          Settleable solids less than 5%          Viscosity less than #4 fuel oil          Must not set-up with water or with organic solvents          PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION          DRUM SPECIFICATIONS:          pH 2-14, no D002 Acids allowed          Ammonia less than 10 percent          Source of PCB &lt;50 ppm          Heating value less than 5000 BTUs per pound          Less than 5 percent organic halogens          Less than 5 percent Sulfur          Viscosity less than 150 centipoise          Must not set-up in water or with organic solvents          Less than one inch of solids in the drum          No pesticides          PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A23	Bilayered Solvent/Water	<p>BULK SPECIFICATIONS:          Heating value less than 2000 BTUs per pound          Metals within normal feed limits          pH 4-11, no D002 Acids allowed          Chlorine less than 5 percent (US incineration)          Chlorine less than 2 percent (Canada incineration)          Iodine less than 0.5 percent          Fluorine less than 0.5 percent          Bromine less than 0.5 percent          Sulfur less than 3 percent          No pesticides or level A requirements          Na/K/Mg/P each less than 0.5%          Ash less than 5%          Settleable solids less than 5% (US incineration)          Settleable solids less than 15% (Canada incineration)          Viscosity less than #4 fuel oil          Must not set-up with water or with organic solvents          PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION          Non-detectable PCBs          Less than 5 percent organic halogen/sulfur          pH between 2-12          Waste codes and treatability acceptable for CES          Less than one inch solids in drum          No pesticides, biocides, or cyanides          No chelating agents, surfactants, or emulsifiers          Up to 100ppm phenol          Must not set-up with water or with organic solvents</p>
A24	Ces Liquid	<p>PRIMARY DISPOSAL METHOD: FUELS BLENDING/CES/INCINERATION          Less than 300,000 ppm total organic carbon          Source of PCB &lt;50 ppm</p>

		<p>No biocides, pesticides, or cyanide</p> <p>No chelating agents, surfactants, or emulsifiers</p> <p>Up to 100 ppm phenol</p> <p>Must not set up in water or organic solvents</p> <p>pH 2-12</p> <p>Waste codes and treatability acceptable for CES process</p> <p>Specific gravity less than 1.2</p>
A24F	Ces Liquid - Feed	<p>Less than 10,000 ppm total organic carbon</p> <p>No organic layer</p> <p>Up to 20PPM phenol</p> <p>pH 6-9</p> <p>Specific Gravity less than 1.2</p> <p>No detectable ammonia, cyanide, or PCB'S,</p> <p>Not TSCA regulated</p> <p>No surfactants, emulsifiers, biocides, chelators</p> <p>Must not set up in water or organic solvents</p> <p>Waste codes and treatability acceptable for CES process</p> <p>PRIMARY DISPOSAL METHOD: CLEAN EXTRACTION SYSTEM</p>
A24GW	Ces Liquid - Gas & Water	<p>Less than 10,000 ppm total organic carbon</p> <p>Greater than 10,000 BTU/LB in organic layer</p> <p>Up to 40 ppm phenol</p> <p>pH 6-9</p> <p>Specific gravity less than 1.2</p> <p>No detectable ammonia or cyanide</p> <p>Source of PCB &lt;50 ppm</p> <p>No emulsifiers, biocides, chelators</p> <p>Must not set up in water or organic solvents</p> <p>Waste codes and treatability acceptable for CES process</p> <p>PRIMARY DISPOSAL METHOD: CLEAN EXTRACTION SYSTEM</p>
A24P	Ces Liquid - Pretreatment	<p>Less than 300,000 ppm total organic carbon</p> <p>Source of PCB &lt;50 ppm</p> <p>No biocides, pesticides, or cyanide</p> <p>No chelating agents, surfactants, or emulsifiers</p> <p>Up to 100 ppm phenol</p> <p>Must not set up in water or organic solvents</p> <p>pH 2-12</p> <p>Waste codes and treatability acceptable for CES process</p> <p>Specific gravity less than 1.2</p> <p>PRIMARY DISPOSAL METHOD: CLEAN EXTRACTION SYSTEM</p>
A24T	Ces Liquid - Treatment	<p>Less than 50,000 ppm total organic carbon</p> <p>Up to 50ppm phenol</p> <p>pH 5-10</p> <p>Specific gravity less than 1.2</p> <p>No detectable ammonia or cyanide</p> <p>Source of PCB &lt;50 ppm</p> <p>No surfactants, emulsifiers, biocides, chelators</p> <p>Must not set up in water or organic solvents</p> <p>Waste codes and treatability acceptable for CES process</p> <p>PRIMARY DISPOSAL METHOD: CLEAN EXTRACTION SYSTEM</p>
A31	Specification Oils	<p>Solids Content less than 6%</p> <p>Ash less than 5%</p> <p>Non-detectable concentration of PCB's (i.e. &lt;2ppm MDL)</p> <p>VOCs less than 1% if lighter than mineral spirits</p> <p>Less than 10% medium boiling hydrocarbons</p> <p>less than 90% high boiling hydrocarbons</p> <p>Viscosity less than 1,000 CPS</p> <p>Organic Chlorine (organic phase) less than 5,000 PPM</p>

		Flashpoint greater than 141F pH = 4 - = 11 For drum shipments: less than 10 percent water Caustic Coagulation Must pass Silicon less than 200 PPM Phosphorous less than 1,500 PPM if material < 30% water Phosphorous = 150 PPM if material > 30% - = 70% water Vanadium less than 5 PPM PRIMARY DISPOSAL METHOD: OIL RE-REFINING
A31D	Dielectric Fluid Less Than 50 PPM PCB	Mineral Oil Dielectric Fluid PCB concentration less than 50 ppm Less than 500 ppm water Must pass plant treatment test; silicone, FR3, diesel, or other contaminants may prohibit treatment Must be non-hazardous Must be Non TSCA Regulated PRIMARY DISPOSAL METHOD: DECHLORINATION
A31R	Specification Oil For Recycling At An Oil Facility	Less than one inch of solids in the drum No pesticides Non-detectable concentration of PCB's Organic halogens less than 1000 ppm Flash point greater then 100 F pH between 4-11 Must be fuel or motor oil (greater than 5,000 BTU/lb) Less than 5 percent water Cannot be mixed with other hazardous waste Total Cadmium less than 2 ppm Total Chromium less than 10 ppm Total Arsenic less than 5 ppm Total Lead less than 10 ppm PRIMARY DISPOSAL METHOD:FUEL RECOVERY/FUELS BLENDING
A31RR	Specification Oils	Solids Content less than 6% Ash less than 5% PCB less than 2 VOCs less than 1% if lighter than mineral spirits Less than 10% medium boiling hydrocarbons less than 90% high boiling hydrocarbons Viscosity less than 1,000 CPS Organic Chlorine (organic phase) less than 5,000 PPM Flashpoint greater than 141F pH = 4 - = 11 Caustic Coagulation Must pass Silicon less than 200 PPM Phosphorous less than 1,500 PPM if material < 30% water Phosphorous = 150 PPM if material > 30% - = 70% water Vanadium less than 5 PPM SHIPMENT DIRECT TO OIL TERMINAL OR REFINERY PRIMARY DISPOSAL METHOD: OIL RE-REFINING
A31S	Dielectric Fluid Less Than 2 PPM PCB	Mineral Oil Dielectric Fluid PCB concentration <2 ppm PCB Less then 500 ppm water Organic halogens < 250 ppm Silicon content less then 50 ppm Must be petroleum based mineral oil Must be non-hazardous Must be Non TSCA Regulated

A32	Specification Oil & Water	<p>PRIMARY DISPOSAL METHOD: OIL RECOVERY</p> <p>Non-detectable concentration of PCB's (i.e. &lt;2ppm MDL)</p> <p>Organic Halogen less than 1,000 ppm</p> <p>pH between 2-12.5</p> <p>Must be petroleum-based oil (greater than 5000 BTUs/lb)</p> <p>No pesticides</p> <p>Flash point greater than 100°F</p> <p>Cannot be mixed with other hazardous waste</p> <p>Total Cadmium less than 2 ppm</p> <p>Total Chrome less than 10 ppm</p> <p>Total Arsenic less than 5 ppm</p> <p>Total Lead less than 10 ppm</p> <p>Less than one inch of solid in the drum</p> <p>Greater than 10 percent water</p>
A32V	Oil and Water	<p>PRIMARY DISPOSAL METHOD: OIL RECOVERY/WASTEWATER TREATMENT</p> <p>Non-detectable concentration of PCB's (i.e. &lt;2ppm MDL)</p> <p>Organic Halogen less than 1,000 ppm</p> <p>pH between 2-12.5</p> <p>Must be petroleum-based oil (greater than 5000 BTUs/lb)</p> <p>No pesticides</p> <p>Flash point greater than 100°F</p> <p>Cannot be mixed with other hazardous waste</p> <p>Total Cadmium less than 2 ppm</p> <p>Total Chrome less than 10 ppm</p> <p>Total Arsenic less than 5 ppm</p> <p>Total Lead less than 10 ppm</p> <p>Less than one inch of solid in the drum</p> <p>Greater than 5 percent water</p>
A40	Organic Liquid With Halogens	<p>PRIMARY DISPOSAL METHOD: OIL RECOVERY/WASTEWATER TREATMENT</p> <p>Less than one inch of solids in the drum</p> <p>Source of PCB &lt;50 ppm</p> <p>Organic halogen &gt; 5 percent but &lt; 30 percent</p> <p>Sulfur greater than 5 percent</p> <p>pH between 2-12</p> <p>Must not set-up in water or solvents</p> <p>Over 5,000 BTU per pound</p> <p>PRIMARY DISPOSAL METHOD: FUELS BLENDING/INCINERATION</p> <p>BULK SPECIFICATIONS:</p> <p>Source of PCB &lt;50 ppm</p> <p>pH 4-11</p> <p>Chlorine greater than 5 percent</p> <p>Sulfur greater than 5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Iodine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Must not set-up in water or solvents</p> <p>Over 5,000 BTU per pound</p>
A99AB	Class 9 air bag modules and safety devices	<p>PRIMARY DISPOSAL METHOD: FUELS BLENDING/INCINERATION</p> <p>Must be D.O.T. Hazard Class 9 air bags</p>
A99AZ	Waste Streams Containing Azide	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>Potentially high hazard material</p> <p>May require special handling or packaging</p> <p>Specifications determined for each profile</p> <p>Disposal method determined for each profile</p>
A99CC	Chlorofluorocarbons for Carbon Credits	<p>CFC-11, CFC-12, CFC-113, CFC-114, CFC-115.</p> <p>Specifications determined for each profile</p> <p>Testing required up front</p>



A99D	Higher Hazard Solids/Sludges For Direct Burn (Kiln)	<p>Bulk ISO containers only  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION  Potentially high hazard material  Requires special handling  Specifications determined for each profile</p>
A99DB	High Hazard Liquids For Direct Feed Incineration	<p>Potentially high hazard material  Requires special handling  Specifications determined for each profile  PRIMARY DISPOSAL METHOD: DIRECT BURN INCINERATION</p>
A99H	Kiln Ready Alkali Metals For Incineration	<p>Alkali and Alkali earth metals  Must be packaged kiln ready 5# max net weight allowed  Alkali metals must be packaged under mineral oil  Refer to CHES Alkali Metal Packing guidelines  PRIMARY DISPOSAL METHOD: DIRECT FEED INCINERATION</p>
A99M	High Hazard Solids/Sludges For Incineration	<p>Potentially high hazard material  Requires special handling  Specifications determined for each profile  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A99MO	High hazard monomers	<p>High hazard monomers  and monomer based resins, coatings, varnishes and adhesives  Liquid, Semi-solid, Sludge or Solids  Requires special handling  Specifications determined for each profile  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A99MP	High hazard metal powders	<p>High hazard metals powders  Examples: Aluminum, Magnesium, Zinc  Requires special handling  Specifications determined for each profile  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A99NC	Nitric acid 40-70 percent	<p>Nitric acid solutions greater than 40%  No red fuming nitric acid  Flashpoint greater than 140 degrees F  Less than 1 inch solids in drum  Less than 1 inch oil / grease  Less than 4 percent T.O.C (Total Organic Carbon)  No pesticides  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A99P	Peroxide Forming Solvents For Fuel Blending	<p>Class B or C peroxidizable compounds only  Less than 4 inches of dispersible sludge  Less than 5 percent halogens/sulfur  Less than 50 PCB's, non TSCA regulated  Greater than 5,000 BTU's  No pesticides  No debris  Low viscosity (e.g. thinners)  Must not set-up with water or with organic solvents  Direct pump to tank or tanker only</p>
A99PF	Paint filters contaminated with nitrocellulose	<p>Paint filters contaminated with nitrocellulose  Requires special handling  Specifications determined for each profile  PRIMARY DISPOSAL METHOD: DIRECT BURN INCINERATION</p>
A99RP	High Hazard Waste For Repack At Chi Facilities	<p>High hazard material for repack @ CHI facility  Includes: air and water reactive, flammable solids,  organic peroxides and alkali metals  Requires special handling  Specifications determined for each profile</p>

A99UV	Non regulated higher hazard UV curable inks and resins	<p>Disposal method determined for each profile</p> <p>High hazard UV curable inks and resins</p> <p>Monomer based</p> <p>Liquid, Semi-solid, Sludge or Solids</p> <p>Requires special handling</p> <p>Specifications determined for each profile</p>
A99X	Explosives	<p>Requires special handling</p> <p>Specifications determined for each profile</p>
AA18	N-Propyl Bromide	<p>Disposal method determined for each profile</p> <p>Less than one-inch solids in the drum</p> <p>No chlorinated solvents</p> <p>Flash point greater than 140 degrees F</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>Water% max 10</p> <p>PH between 5-10</p> <p>Minimum yield 50 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA19	N-Methyl-2-Pyrrolidone	<p>Less than one-inch solids in the drum</p> <p>N-Methyl-2-Pyrrolidone must be greater than 40%</p> <p>Less Than 40% Water</p> <p>No PCB's or pesticides</p> <p>PH between 5-10</p> <p>No Isocyanates</p> <p>Low amine odor</p> <p>Must be pumpable</p> <p>No glycols</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA20	2-Propanol (Ipa)	<p>Less than one-inch solids in the drum</p> <p>Less than 5 percent other solvents</p> <p>Less than 10 percent water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 70 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA21	Ethanol	<p>Less than one-inch solids in the drum</p> <p>Less than 10 percent other solvents</p> <p>Less than 5 % water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 70 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA22	Methyl Alcohol	<p>Less than one-inch solids in the drum</p> <p>Less than 2 other alcohols</p> <p>Less than 5% water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 80 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA23	Xylene	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than one-inch solids in the drum</p>

AA24	Toluene	<p>Less than 10 percent other solvents  Less than 2% water  No PCB's or pesticides  No Isocyanates  PH between 6-8  Minimum yield 70 percent  Must be pumpable  PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than one-inch solids in the drum  Less than 10 percent others solvents  Less than 2% water  No PCB's or pesticides  No Isocyanates  PH between 5-10  Minimum yield 70 percent  Must be pumpable</p>
AA25	Acetone	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than one-inch solids in the drum  Less than 20 percent other solvents  Less than 5 % water  No PCB's or pesticides  No Isocyanates  PH between 6-8  Minimum yield 50 percent  Must be pumpable</p>
AA26	Ethyl Acetate	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than one-inch solids in the drum  Less than 10 percent other solvents  Less than 2 percent water  No PCB's or pesticides  No Isocyanates  PH between 5- 8  Minimum yield 70 percent  Must be pumpable</p>
AA27	Methyl Ethyl Ketone	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than one-inch solids in the drum  Less than 10 percent other solvents  Water less than 2 percent  No PCB's or pesticides  No Isocyanates  PH between 6-8  Minimum yield 70 percent  Must be pumpable</p>
AA28	Isopropyl Alcohol/High Water	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than 1% dissolved solids  Less than 2% Methanol , Ethanol , Ethyl Acetate, Acetone  No hydrocarbons or chlorinated solvents  Water 10-20%  No PCB's or pesticides  No Isocyanates  PH between 6-8  Minimum yield 50 percent  Must be pumpable</p>
AA29	Sda Alcohols	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p> <p>Less than 1% dissolved solids  No consumer packaged products containing ethanol without prior approval</p>

		<p>Water 0 to 20%</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 30 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA30	Tetrahydrofuran	<p>Less than one-inch solids in the drum</p> <p>Less than 5 percent other solvents</p> <p>Less than 10 percent water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 50 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA31	Naphtha And Petroleum Distillates	<p>Petroleum Naphtha</p> <p>Petroleum spirits</p> <p>Stoddard solvent</p> <p>Mineral spirits</p> <p>Less than one-inch solids in the drum</p> <p>Less than 5 percent other solvents</p> <p>Less than 10 percent water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>PH between 6-8</p> <p>Minimum yield 50 percent</p> <p>Must be pumpable</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA31C	Continued use solvent product	<p>Petroleum Naphtha</p> <p>Petroleum spirits</p> <p>Stoddard solvent</p> <p>Mineral spirits</p> <p>Less than one-inch solids in the drum</p> <p>Must be pumpable</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>MANAGEMENT METHOD: SOLVENT RECOVERY FOR CONTINUED USE</p>
AA31F	Naphtha And Petroleum Distillate Dry Cleaning Fil	<p>Must be Shred-able</p> <p>No PCB's or pesticides</p> <p>pH between 5-10</p> <p>Free liquids &lt;25%</p> <p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY</p>
AA31R	Continued use solvent	<p>Petroleum Naphtha</p> <p>Petroleum spirits</p> <p>Stoddard solvent</p> <p>Mineral spirits</p> <p>Less than one-inch solids in the drum</p> <p>Must be pumpable</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p> <p>MANAGEMENT METHOD: SOLVENT RECOVERY FOR CONTINUED USE</p>
AA33	Ethyl Pyrrolidone	<p>Less than one-inch solids in the drum</p> <p>Less than 5 percent other solvents</p> <p>Less than 10 percent water</p> <p>No PCB's or pesticides</p> <p>No Isocyanates</p>

AA34	Decalin (Decahydronaphthalene)	PH between 6-8 Minimum yield 50 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY Less than one-inch solids in the drum Less than 5 percent other solvents Less than 10 percent water No PCB's or pesticides No Isocyanates PH between 6-8 Minimum yield 50 percent Must be pumpable
AA35	N,N-Dimethylacetamide	PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY Less than one-inch solids in the drum Less than 5 percent other solvents Less than 10 percent water No PCB's or pesticides No Isocyanates PH between 6-8 Minimum yield 50 percent Must be pumpable
AA36	Isoamyl Alcohol	PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY Less than one-inch solids in the drum Less than 5 percent other solvents Less than 10 percent water No PCB's or pesticides No Isocyanates PH between 6-8 Minimum yield 50 percent Must be pumpable
AA37	Purge Solvent Blend	PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY Less than one-inch solids in the drum Less than 2 percent water No PCB's or pesticides No Isocyanates PH between 6-8 Minimum yield 65 percent Water less than 2 percent Must be pumpable
AA38	Isobutyl Acetate	PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY Less than one-inch solids in the drum Less than 5 percent other solvents Less than 10 percent water No PCB's or pesticides No Isocyanates PH between 6-8 Minimum yield 50 percent Must be pumpable
AA39	Diisobutyl Ketone	PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY BULK SPECIFICATIONS: No Settled Solids NVR less than 1% Less than 10% other solvents No PCB's or pesticides No Isocyanates PH between 5-9 Minimum yield 90 percent

AA40	Heptane	<p>Yield 70-90 percent case by case approval  Water less than 1 percent  Must be pumpable  PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY  Less than one-inch solids in the drum  Less than 5 percent other solvents  Less than 20 percent water  No PCB's or pesticides  No Isocyanates  PH between 6-8  Octanes &lt;1%  Minimum yield 70 percent  Must be pumpable</p>
aa41	Hexane	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY  Less than one-inch solids in the drum  Less than 5 percent other solvents  Less than 20 percent water  No PCB's or pesticides  No Isocyanates  PH between 6-8  Octanes &lt;1%  Minimum yield 70 percent  Must be pumpable</p>
AA42	Petroleum Naphtha, caustic immersion cleaner	<p>PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY  Caustic  Petroleum Naphtha  Petroleum spirits  Stoddard solvent  Mineral spirits  Less than one-inch solids in the drum  Less than 5 percent other solvents  Less than 10 percent water  No PCB's or pesticides  No Isocyanates  pH 8-12.5  Must be pumpable</p>
B21	Pickle Liquor	<p>MANAGEMENT METHOD: SOLVENT RECOVERY  Less than 1 percent total metals  Less than 1 percent ammonia  Less than 1 inch solids in drums  No chelators  Less than 1 percent oil and grease  Flash point greater than 140°F  No pesticides  No cyanides or sulfides  Other specifications may be quoted</p>
B22A	Concentrated acids 21-49%	<p>PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT  pH Less than 7  Less than 6 percent T.O.C. (Total Organic Carbon)  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 1 inch oil and grease  Less than 10 ppm hex chrome  Flashpoint greater than 140 degrees F  No cyanides  No sulfides  No chelators</p>

B22AC	Concentrated acids 50-100%	<p>No pesticides  Neutralization Equivalent greater than 20  21-49% acid concentration  PRIMARY DISPOSAL METHOD: Wastewater Treatment  Sulfuric acid, phosphoric acid, or hydrochloric acid  pH Less than 7  Less than 6 percent T.O.C. (Total Organic Carbon)  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 1 inch oil and grease  Less than 10 ppm hex chrome  Flashpoint greater than 140 degrees F  No cyanides  No sulfides  No chelators  No pesticides</p>
B22AE	Concentrated Acids From Electroplating	<p>Neutralization Equivalent greater than 20  50-100% acid concentration  PRIMARY DISPOSAL METHOD: Wastewater Treatment  pH less than 7  Less than 6 percent T.O.C. (Total Organic Carbon)  Less than 1 ppm Cyanide / Sulfide  Less than 10 ppm hexchrome  Less than 1 inch solids  Less than 100 ppm oil and grease  Less than 500 ppm total metals  Less than 1 percent ammonia  Flashpoint greater than 140 degrees F  No Pesticides  No chelators</p>
B22B	Concentrated Bases	<p>Neutralization Equivalent greater than 20 (approx &gt;20% acid)  PRIMARY DISPOSAL METHOD: Wastewater Treatment  pH greater than or equal to 7  Less than 6 percent T.O.C. (Total Organic Carbon)  Flashpoint greater than 140 degrees F  Neutralization equivalent greater then 20 (approx. &gt;20% base)  No cyanides / sulfides  No chelators  No pesticides  Less than 10 ppm hexchrome  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 1 inch oil and grease</p>
B22BE	Concentrated Bases From Electroplating	<p>PRIMARY DISPOSAL METHOD: Treatment  pH greater than or equal to 7  Less than 6 percent T.O.C. (Total Organic Carbon)  Neutralization equivalent greater than 20 (approx. &gt;20% base)  Flashpoint greater than 140 degrees F  No pesticides  No chelators  Less than 100ppm oil and grease  Less than 1percent ammonia  Less than 500ppm total metals  Less than 1 inch solids in drum  Less than 10ppm hexchrome  Less than 1ppm cyanide / sulfide  PRIMARY DISPOSAL METHOD: Treatment</p>

B22C	Chromic Solutions	Flashpoint greater than 140 degrees F Less than 1 inch solids in drum Less than or equal to 10,000ppm chrome No organic layer No chelators No cyanides / sulfides No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22CE	Chromic Solutions From Electroplating	No organic layer No chelators No pesticides No cyanides / sulfides Flashpoint greater than 140 degrees F Less than 1 inch solids in drum Less than or equal to 10,000ppm chrome PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22F	Hydrofluoric Acid	Flashpoint greater than 140 degrees F Less than 20 percent HF or acidic fluoride Less than 10ppm hexchrome Less than 1 percent TOC (Total Organic Carbon) Less than 1 percent ammonia Less than 100ppm fats, oils, and grease Less than 1 percent total metals No chelators No pesticides No cyanides / sulfides Less than 1 inch solids in drum PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22FE	Hydrofluoric Acid From Electroplating	Less than 20 percent HF or acidic fluoride Flashpoint greater than 140 degrees F Less than 1 inch solids in drum Less than 1 percent ammonia Less than 100ppm fats, oils, and grease Less than 1 percent total metals Less than 1 percent T.O.C. (Total Organic Carbon) No chelators No pesticides No PCBs No cyanides/ sulfides PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22H	Hydrofluoric/Nitric Acid Mixtures	HF or Acidic Fluorides less than 20 percent Less than 1 percent total metals Less than 1 percent T.O.C. (Total Organic Carbon) Less than 1 inch solids Less than 1 percent ammonia No chelators Less than 100ppm fats, oils, and grease Flashpoint greater than 140 degrees F No pesticides No cyanides/sulfides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT
B22HE	Hydrofluoric/Nitric From Electroplating	HF or Acidic Fluorides less than 20 percent Less than 1 percent metals Less than 1 percent T.O.C. (Total Organic Carbon) Less than 1 inch solids Less than 1 percent ammonia No chelators



		<p>Less than 100ppm fats, oils, and grease Flashpoint greater than 140 degrees F No pesticides No cyanides/sulfides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT For Re-use as raw product</p>
B22LG	Caustic or Acidic liquids for re-use at LG	
B22N	Nitric Acid Solutions less than 40%	<p>Less than 40 percent Nitric acid by weight Flashpoint greater than 140 degrees F Less than 1 percent ammonia Less than 1 inch solids in drum Less than 1 inch oil / grease Less than 4 percent T.O.C (Total Organic Carbon) No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B22NC	Nitric Acid Solutions 40-70%	<p>40-70 percent Nitric acid by weight Flashpoint greater than 140 degrees F Less than 1 percent ammonia Less than 1 inch solids in drum Less than 1 inch oil / grease Less than 4 percent T.O.C (Total Organic Carbon) No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B22NE	Nitric Acid Solutions From Electroplating	<p>Flashpoint greater than 140 degrees F Less than 1 percent ammonia Less than 1 inch solids in drum Less than 1 inch oil / grease Less than 40 percent nitric acid by weight Less than 40 percent Nitric acid by weight Less than 50ppm mercury No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B22U	Caustic or Acidic liquids for re-use	<p>&lt;2 ppm cyanides/sulfides &gt;140F flash point No hex chrome No pesticides &lt;1% solids bulk or &lt;1 inch solids in drum &gt;5% caustic strength &lt;500 ppm total of these metals: Cd, Cr, Cu, Ni, Pb, As, Ba, Se, Ag, Zn No mercury Ammonia &lt;1% For Re-use as raw product</p>
B23	Oxidizable Solutions/Rcra Coolants	<p>Flash point greater than 140°F Less than 1 inch solids in drums No pesticides One layer - must be water soluble PCB's non detectable Must be wastewater treatable Acceptable U.S. EPA waste codes: D002,D004-D011,D018-D043 or non hazardous Other specifications may be quoted PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
B26A	Acidic Wastewater With Low Metals	<p>pH 1-6 Neutralization equivalent less than 5 (approx. &lt;10% acid) Flashpoint greater than 140 degrees F Cyanide / sulfide non-detectable No pesticides</p>

		<p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 10ppm hexchrome</p> <p>Less than 1 inch solids in drum</p> <p>Less than 1 percent ammonia</p> <p>Less than 500ppm total metals</p> <p>PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B26AE	Acidic Wastewater From Electroplating	<p>pH 1-6</p> <p>Neutralization equivalent less than 5 (approx. &lt;10% acid)</p> <p>Flashpoint greater than 140 degrees F</p> <p>Less than 1ppm cyanide / sulfide</p> <p>Less than 10ppm hexchrome</p> <p>Less than 1 inch solids in drum</p> <p>Less than 500ppm total metals</p> <p>Less than 1 percent ammonia</p> <p>Less than 100ppm oil and grease</p> <p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>No solvents</p> <p>PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B26B	Alkaline Wastewater With Low Metals	<p>pH 7-13</p> <p>Cyanide / sulfide non-detectable</p> <p>Neutralization equivalent less than 5 (approx. &lt; 10% bases)</p> <p>Flashpoint greater than 140 degrees F</p> <p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 10ppm hexchrome</p> <p>Less than 1 inch solids in drum</p> <p>Less than 1 percent ammonia</p> <p>Less than 500ppm total metals</p> <p>No pesticides</p> <p>No solvents</p> <p>PRIMARY DISPOSAL METHOD: Treatment</p>
B26BE	Alkaline Wastewater From Electroplating	<p>pH 7-13</p> <p>Neutralization equivalent less than 5 (approx. &lt;10% bases)</p> <p>Flashpoint greater than 140 degrees F</p> <p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 1ppm cyanide / sulfide</p> <p>Less than 10ppm hexchrome</p> <p>Less than 1 inch solids in drum</p> <p>Less than 500ppm total metals</p> <p>Less than 1 percent ammonia</p> <p>Less than 100ppm oil and grease</p> <p>No solvents</p> <p>No pesticides</p> <p>PRIMARY DISPOSAL METHOD: Treatment</p>
B26BV	Alkaline Wastewater With Low Metals	<p>pH 7-13</p> <p>Cyanide / sulfide non-detectable</p> <p>Neutralization equivalent less than 5 (approx. &lt; 10% bases)</p> <p>Flashpoint greater than 140 degrees F</p> <p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 10ppm hexchrome</p> <p>Less than 1 inch solids in drum</p> <p>Less than 1 percent ammonia</p> <p>Less than 500ppm total metals</p> <p>No pesticides</p> <p>No solvents</p> <p>PRIMARY DISPOSAL METHOD: Treatment</p>
B28	Oxidizer Solutions	<p>PRIMARY DISPOSAL METHOD: Treatment</p> <p>No organics</p> <p>Less than 50ppm ammonia</p>

		<p>Less than 1 percent total metals  Less than 25 percent inorganic peroxides  Less than 1 inch solids in drums  No chelators  Flash point greater than 140°F  Other specifications may be individually quoted  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
B28E	Oxidizer Solutions From Electroplating	<p>No organics  Less than 50 ppm Ammonia  Less than 1 percent total metals  Less than 25 percent inorganic peroxides  Less than one inch solids per drum  No chelators  Flash point greater than 140°F  Other specifications may be quoted  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
B28I	Oxidizer Solutions For Incineration	<p>Source of PCB less than 50 ppm  Less than 1 inch solids in drums  PRIMARY DISPOSAL OPTION: DESTRUCTION INCINERATION</p>
B29	Cyanide / Sulfide Solution	<p>Cyanide/sulfide less than 10,000 ppm  pH must be greater than 7  No organic layer  Less than 1 percent ammonia  Less than 1 percent total metals  Less than one inch of solids in drum  Flash point greater than 140°F  No pesticides  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT/INCINERATION</p>
B29A	Low pH Cyanide / Sulfide Solutions	<p>Cyanide / Sulfide less than 10,000 ppm  pH less than 7  No organic layer  Less than 1 percent ammonia  Less than 1 percent total metals  Less than 1 inch solids in drum  Flashpoint greater than 140 degrees F  No pesticides  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT/INCINERATION</p>
B29E	Cyanide/Sulfide Solution From Electroplating	<p>Cyanide/sulfide less than 10,000 ppm  pH must be greater than 7  No organic layer  Less than 1 percent ammonia  Less than 1 percent total metals  Less than 1 inch of solids in drum  Flashpoint greater than 140 F  No pesticides  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT/INCINERATION</p>
B29O	Cyanide And Sulfide Solutions For Incineration	<p>pH must be over 7  No pesticides  Less than one inch of solids in drum  Example: sodium cyanide solution with oil  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
B34	Non Hazardous Coolants	<p>pH between 3-11  Flash point greater than 140°F  Does not set-up with oil or water  Not a RCRA hazardous waste  Less than one inch of solids in drum  No pesticides</p>

B35	Glycols	<p>PCB's non-detectable  PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT  Ethylene glycol  Minimum yield 25%  Must be non hazardous  pH 3-11  Flash point greater than 140°F  Less than 1 inch solids in drum  No pesticides  Less than 5 percent oils  PCB's non detectable  Must be amenable to aqueous treatment  Must be compatible with oil and water  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
B35V	Glycol Solutions For Aqueous Treatment	<p>Ethylene or propylene glycols  Minimum yield 25%  Must be non hazardous  pH 3-11  Flash point greater than 140°F  Less than 1 inch solids in drum  No pesticides  Less than 5 percent oils  PCB's non detectable  Must be amenable to aqueous treatment  Must be compatible with oil and water  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
B36A	Acidic Wastewater Requiring Heavy Treatment	<p>pH less than 7  Neutralization equivalent greater than 5, but less than 20  Approx. 10-20 percent acid  Flashpoint greater than 140 degrees F  Less than 4 percent T.O.C. (Total Organic Carbon)  Less than 1 percent oil / grease  Less than 1ppm cyanide / sulfide  Less than 10ppm hexchrome  Less than one inch solids in drum  Less than 1 percent ammonia  Less than 5 percent total metals  No solvents  No chelators  No pesticides  PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B36AE	Electroplating Acids Requiring Heavy Treatment	<p>pH less than 7  Neutralization equivalent greater than 5, but less than 20  Approx. 10-20 percent acid  Flashpoint greater than 140 degrees F  Less than 4 percent T.O.C. (Total Organic Carbon)  Less than 1ppm cyanide / sulfide  Less than 10ppm hexchrome  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 1 percent oil / grease  No solvents  No chelators  No pesticides  PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>
B36B	Alkaline Wastewater Requiring Heavy Treatment	<p>pH greater than 7  Neutralization equivalent greater than 5, but less than 20</p>

		<p>Approx. 10-20 percent bases  Flashpoint greater than 140 degrees F  Less than 4 percent T.O.C. (Total Organic Carbon)  Less than 1 percent oil / grease  Less than 1ppm cyanide / sulfide  Less than 10ppm hexchrome  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 5 percent total metals  No solvents  No chelators  No pesticides  PRIMARY DISPOSAL METHOD: Treatment</p>
B36BE	Electroplating Alkalines Requiring Heavy Treatment	<p>pH greater than 7  Neutralization equivalent greater than 5, but less than 20  Approx. 10-20 percent bases  Flashpoint greater than 140 degrees F  Less than 4 percent T.O.C. (Total Organic Carbon)  Less than 1ppm cyanide / sulfide  Less than 10ppm hexchrome  Less than 1 inch solids in drum  Less than 1 percent ammonia  Less than 1 percent oil / grease  No pesticides  No chelators  No solvents  PRIMARY DISPOSAL METHOD: Treatment</p>
B36D	Liquids For Deepwell Injection	<p>Cannot contain Cyanide or Sulfide reactive wastes  Must not set up with water or organic solvents  Meets requirements for Deepwell injection,  case by case evaluation  PRIMARY DISPOSAL METHOD: DEEPWELL INJECTION</p>
B40	Wastewater/Low Btu Halogenated Organics	<p>Source of PCB Less than 50 ppm  Chlorine greater than 5 percent  Iodine, Bromine, Fluorine less than 0.5 percent  Sulfur greater than 5 percent  Less than 5,000 BTU per pound  pH between 2-12  Less than one inch of solids in drum  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION  *</p> <p>BULK SPECIFICATIONS:  Source of PCB &lt; 50 ppm  Organic halogen greater than 5 percent  Sulfur greater than 5 percent  Fluorine less than 0.5 percent  Bromine less than 0.5 percent  Iodine less than 0.5 percent  Over 5 percent water soluble  pH 4-11, no D002 Acids allowed  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
B40R	Special Handling Low Btu Halogenated Organics	<p>May require special handling  Source of PCB Less than 50 ppm  Halogens or Sulfur greater than 5 percent  Less than 5,000 BTU per pound</p>

B52	Wastewater For Carbon Treatment	<p>May include material with boiling points less than 120F</p> <p>Liquid, sludge and viscous materials</p> <p>Must not set-up with water or with organic solvents</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p> <p>Less than 2 percent Total Suspended Solids (TSS)</p> <p>Less than 2,500 ppm Metals</p> <p>Less than 1 inch of solids in drums</p> <p>Less than 1 percent T.O.C. (Total Organic Carbon)</p> <p>Meets requirements for carbon treatability</p>
CA1	Solids Less Than 1% Cyanide Or Sulfide	<p>PRIMARY DISPOSAL METHOD: CARBON ABSORPTION</p> <p>Less than 1 percent cyanide</p> <p>pH must be greater than 7</p> <p>Ammonia less than 0.5 percent</p> <p>TOC less than 1000PPM</p> <p>No PCB's</p> <p>No metal debris or cyanide pots</p>
CA2	Solids Less Than 2.5% Cyanide Or Sulfide	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION/LANDFILL</p> <p>Less than 2.5 percent cyanide</p> <p>pH must be greater than 7</p> <p>No PCB's</p> <p>TOC less than 1000PPM</p> <p>No metal debris or cyanide pots</p> <p>Ammonia less than 0.5 percent</p>
CA3	Solids Less Than 5% Cyanide Or Sulfide	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION/LANDFILL</p> <p>Less than 5 percent cyanide</p> <p>pH must be greater than 7</p> <p>No PCB's</p> <p>No metal debris or cyanide pots</p> <p>TOC less than 1000PPM</p> <p>Ammonia less than 0.5 percent</p>
CA4	Solids Less Than 20% Cyanide Or Sulfide	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION/LANDFILL</p> <p>Less than 20 percent cyanide</p> <p>pH must be greater than 7</p> <p>No PCB's</p> <p>No metal debris or cyanide pots</p> <p>Ammonia less than 0.5 percent</p> <p>TOC less than 1000ppm</p>
CA5	Solids Greater Than 20% Cyanide Or Sulfide	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION/INCINERATION</p> <p>Greater than 20 percent cyanide</p> <p>pH must be greater than 7</p> <p>No PCB's</p> <p>No metal debris of cyanide pots</p> <p>Ammonia less than 0.5 percent</p> <p>TOC less than 1000ppm</p>
CAB	Asphalt Batching	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION/INCINERATION</p> <p>Must be non-hazardous</p> <p>Bulk materials only</p> <p>Materials reviewed on a case by case basis</p>
CANL	Direct Landfill In Canada	<p>PRIMARY DISPOSAL METHOD: ASPHALT BATCHING</p> <p>Spent pot liners and emission control dusts</p> <p>Resistance to penetration &gt;15 psi</p> <p>Total volatile organic halogens less than two percent</p> <p>Source of PCB &lt; 50 ppm</p> <p>Non Reactive</p> <p>Not dusty</p> <p>Non-odorous</p> <p>Must adhere to Provincial restrictions</p>

CANR	Solids For Direct Landfill Ryley	<p>PRIMARY DISPOSAL METHOD: LANDFILL</p> <p>100% solids</p> <p>Resistance to penetration &gt;15 psi</p> <p>Organic halogens &lt;1000 mg/l</p> <p>pH &gt;2</p> <p>Source of PCB &lt; 50 ppm</p> <p>Non Reactive</p> <p>Non-odorous</p> <p>Must adhere to Provincial restrictions</p>
CANRS	Semi-Solids and liquid/solids for landfill at Ryley	<p>PRIMARY DISPOSAL METHOD: LANDFILL</p> <p>Resistance to penetration &gt;15 psi after solidification</p> <p>Organic halogens &lt;1000 mg/l</p> <p>pH &gt;2</p> <p>Source of PCB &lt; 50 ppm</p> <p>Non Reactive</p> <p>Non-odorous</p> <p>Must adhere to Provincial restrictions</p>
CATR	Moly Catalyst for reclamation	<p>PRIMARY DISPOSAL METHOD: LANDFILL</p> <p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p> <p>Phosphorus 7.5 percent maximum</p> <p>Sulfur 20 percent maximum</p> <p>Silicon dioxide 20 percent maximum</p> <p>Aluminum oxide 85 percent maximum</p> <p>Arsenic 2000ppm maximum</p> <p>Tungsten 1 percent maximum</p>
CATRC	Copper Catalyst for Reclamation	<p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p> <p>Sulfur 10 percent maximum</p> <p>Silicon dioxide 35 percent maximum</p> <p>Aluminum oxide 40 percent maximum</p>
CATRH	Moly High Tungsten Catalyst for Reclamation	<p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p> <p>Phosphorus 7.5 percent maximum</p> <p>Sulfur 15 percent maximum</p> <p>Silicon dioxide 20 percent maximum</p> <p>Aluminum oxide 75 percent maximum</p> <p>Arsenic 2000ppm maximum</p>
CATRI	Nickel Catalyst for Reclamation	<p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p> <p>Loss on Ignition 25 percent maximum</p> <p>Phosphorus 5 percent maximum</p> <p>Sulfur 7.5 percent maximum</p> <p>Silicon dioxide 5 percent maximum</p> <p>Aluminum oxide 85 percent maximum</p> <p>Arsenic 2000ppm maximum</p> <p>Copper 1.5 percent maximum</p>
CATRL	Low Moly Catalyst for Reclamation	<p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p> <p>Phosphorus 0.2 percent maximum</p> <p>Sulfur 7 percent maximum</p> <p>Silicon dioxide 40 percent maximum</p> <p>Aluminum oxide 90 percent maximum</p> <p>Arsenic 1000ppm maximum</p> <p>Tungsten 1 percent maximum</p>
CATRN	Catalyst for disposal	<p>Debris 5 percent maximum</p> <p>Supports 30 percent maximum</p>

CATRV	Vanadium Catalyst for Reclamation	Phosphorus 5 percent maximum Sulfur 7.5 percent maximum Aluminum oxide 85 percent maximum Silicon dioxide 45 percent maximum Tungsten 1 percent maximum Debris 5 percent maximum Supports 30 percent maximum Phosphorus 2.5 percent maximum Sulfur 10 percent maximum Aluminum oxide 80 percent maximum
CATRW	Tungsten Catalyst for Reclamation	Debris 5 percent maximum Supports 30 percent maximum Phosphorus 7.5 percent maximum Sulfur 15 percent maximum Silicon dioxide 20 percent maximum Aluminum oxide 75 percent maximum
CATRZ	Zinc Catalyst for Reclamation	Debris 5 percent maximum Supports 30 percent maximum Phosphorus 5 percent maximum Sulfur 15 percent maximum Aluminum oxide 60 percent maximum
CAX	Oxidizer Solids Or Semi-Solids	No organics No explosives Chlorinated oxidizers case by case Hexavalent chromium less than 20 percent Ammonia less than 0.5 percent PRIMARY DISPOSAL METHOD: DEACTIVATION/STABILIZATION
CAXC	Chromic Acid Greater Than 20 Percent Concentration	Chromic acid solids and semi solids No organics Hexavalent chromium greater than 20 percent Ammonia less than 0.5 percent PRIMARY DISPOSAL METHOD: DEACTIVATION/STABILIZATION
CAXI	Oxidizers For Incineration	No explosives No mixtures with incompatible organics allowed May require repackaging at the facility Monolithic solids, case by case Primary disposal method: Incineration
CAXM	Monolithic Oxidizer Solids	No explosives No organics Chlorinated oxidizers case by case Hexavalent chromium less than 20 percent Ammonia less than 0.5 percent PRIMARY DISPOSAL METHOD: DEACTIVATION/STABILIZATION
CBP	Solids To Hazardous Landfill	Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL
CBPR	Rcra Solids And Semi-Solids Meeting Treatment Standards	Solids meeting treatment standards Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL
CBPS	Semi-Solids To Hazardous Landfill	Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: SOLIDIFICATION/SECURE CHEMICAL LANDFILL



CCC	Isocyanates	MDI or TDI Other isocyanates case by case
CCD	Kiln Ready Solids For Incineration	PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION less than 1.7 million BTU/Lb No large metal pieces (rebar) Not TSCA regulated No Oxidizers No air or water reactives Less than 3 gallons free liquid Additional specifications determined for each profile- -based on individual facility requirement PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRC	Corrosive Incinerables	Can be solid and/or liquid Mercury limited to 10 ppm maximum Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent No metal pieces inside drum PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRCF	Corrosives For Fuel Blending	pH less than 2 or greater than 12.5 BTU greater than 5K No Nitric acid, Hydrofluoric acid or Chromic acid allowed No metal pieces PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
CCRCK	Corrosive Incinerable Acids	pH less than 2 Acids less than 10 percent Must be liquid/pump-able No metal pieces inside drum No Nitric, Chromic or Hydrofluoric acids PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRCL	Strong Corrosives W/Organics For Landfill In Canada	DRUM SPECIFICATIONS: For blending, solidification and stabilization in Canada Total volatile organic content less than 5 percent* Requires pre-treatment prior to landfill pH less than or equal to 2 or greater than or equal to 12.5 PRIMARY DISPOSAL METHOD: LANDFILL BULK SPECIFICATIONS:
CCRK	Solids For Incineration	Total volatile organic content less than 2 percent DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm Mercury limited to 10 ppm maximum Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent Sulfur less than 5 percent No reactive cyanides No reactive sulfides No air or water reactives Palletized material maximum dimensions 4'x4'x4' PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION BULK SPECIFICATIONS Flash Point > 140 F LEL < 10% BTU less than 1,000/lb Metals within normal feed limits

		<p>Chlorine less than 1 percent</p> <p>Sulfur less than 1 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Iodine less than 0.5 percent</p> <p>No pesticides/level A or B requirements</p> <p>Sodium,Potassium,Magnesium,Phosphorus less than 0.5 percent</p> <p>Debris, no dimension greater than 3 inches, no large metal</p> <p>Non-tacky flow-able solids</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
CCRKL	Light Weight Debris For Incineration	<p>No large metal pieces (rebar)</p> <p>Source of PCB &lt; 50 ppm</p> <p>Mercury limited to 10 ppm maximum</p> <p>No reactive cyanides</p> <p>No reactive sulfides</p> <p>No air or water reactives</p> <p>Weights required on all drums</p> <p>Maximum weight 200# per 55 gallon drum</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
CCRKR	Special Handling solids and semi-solids For Incineration	<p>Solids and semi solids for incineration</p> <p>Requires special handling due to high metals, Sulfur, Sodium Potassium, Iodine, Bromine or Fluorine</p> <p>Mercury less than 259 ppm total</p> <p>Specifications determined for each profile</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
CCRKS	Sludges and liquid/solids for Incineration	<p>DRUM SPECIFICATION:</p> <p>No large metal pieces (rebar)</p> <p>Source of PCB &lt; 50 ppm</p> <p>Mercury limited to 10 ppm maximum</p> <p>Iodine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Sulfur less than 5.0 percent</p> <p>No reactive cyanides</p> <p>No reactive sulfides</p> <p>No air or water reactives</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p> <p>BULK SPECIFICATIONS</p> <p>Flash Point &gt; 140 F</p> <p>LEL &lt; 10%</p> <p>BTU less than 1,000/lb</p> <p>Metals within normal feed limits</p> <p>Chlorine less than 1 percent</p> <p>Sulfur less than 1 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Iodine less than 0.5 percent</p> <p>No pesticides/level A or B requirements</p> <p>Sodium,Potassium,Magnesium,Phosphorus less than 0.5 percent</p> <p>Debris, no dimension greater than 3 inches, no large metal</p> <p>Non-tacky flow-able solids</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
CCRL	Organic Solids For Landfill Canada	<p>DRUM SPECIFICATIONS:</p> <p>Organic solids</p> <p>May require pre-treatment prior to landfill</p> <p>Total volatile organic content less than 5 percent*</p> <p>No metal pieces</p>

		<p>Source of PCB &lt;50ppm  Reactive Cyanide &lt;250ppm  Reactive Sulfide &lt;500ppm  No air or water reactive  PRIMARY DISPOSAL METHOD: LANDFILL  BULK SPECIFICATIONS:  Total volatile organic content less than 2 percent</p>
CCRN	Non Hazardous Material for Waste To Energy Inci	<p>Must be non-hazardous  No pesticides, herbicides or FIFRA regulated material  Other specifications to be individually quoted  PRIMARY DISPOSAL METHOD: WASTE TO ENERGY/INCINERATION</p>
CCRNE	Non Hazardous Material for Waste To Energy Inci	<p>Must be non-hazardous  No pesticides, herbicides or FIFRA regulated material  Other specifications to be individually quoted  PRIMARY DISPOSAL METHOD: WASTE TO ENERGY INCINERATION</p>
CCRNS	Non Haz WTE Shredding at CG	<p>to be individually quoted  material to be shredded and sent to Non RCRA incineration</p>
CCRP	Dioxin Precursors	<p>Dioxin precursors  U.S. E.P.A. codes (F020-F023, F026-F028)  PRIMARY DISPOSAL METHOD: INCINERATION</p>
CCRQR	Aerosols For Energy Recovery	<p>Example:spray paints, pesticide aerosols, freon aerosols,etc  No cylinders or lecture bottles  No F027 aerosols  Refer to LP guidelines for additional information  Follow DOT regulations for packing guidelines  Must be packaged in metal containers per NFPA  PRIMARY DISPOSAL METHOD: FUEL BLENDING/ENERGY RECOVERY</p>
CCRT	Organic Contaminated Solids for Thermal Desorpt	<p>U.S SPECIFICATIONS:  Total volatile organic content less than 8 percent  Less than 5 percent debris  Less than 2" particle/debris size  Non-tacky flow-able solids  Less than 20 percent water  Less than 4 percent sulfur  Less than 100ppm organic halogens  less than 5ppm mercury  Less than 10ppm PCB  Less than 4,500 BTUs/lb  Post-treatment metals must be less than LDR standards  PRIMARY DISPOSAL METHOD: THERMAL DESORPTION  CANADIAN SPECIFICATIONS:  Total volatile organic content less than 2 percent  Less than 5 percent debris  Less than 2" particle/debris size  Non-tacky flow-able solids  Less than 10 percent water  Less than 0.5 percent sulfur  Less than 500ppm organic halogens  Less than 1ppm mercury  Less than 10ppm PCB  Less than 4,500 BTUs/lb  Post-treatment must be less than LDR standards  PRIMARY DISPOSAL METHOD: THERMAL DESORPTION</p>
CCRX	Non-infectious Sharps	<p>Non pathogenic sharps, syringes, etc.  No biohazard or pathological waste markings or containers  PRIMARY DISPOSAL METHOD: INCINERATION</p>
CCS	Characteristic Solids For Stabilization	<p>Semi solids must pass the paint filter test</p>

		<p>Less than 30ppm amenable cyanide</p> <p>No pesticides or herbicides</p> <p>No organic layers</p> <p>Organics must meet the Universal Treatment Standards U.S. E.P.A. waste codes (D002, D004-D011)</p> <p>No reactive cyanide allowed</p> <p>Less than 1,000 ppm T.O.X. (Total Organic Halogen)</p> <p>Less than 2 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 0.5 percent Ammonia</p> <p>Less than 5 percent total metals</p> <p>Flashpoint greater than 140 F</p> <p>PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p>
CCSF	F-Listed For Stabilization	<p>Can be solid, semi-solid or liquid</p> <p>Flashpoint greater than 140 degrees F</p> <p>No debris</p> <p>Cyanides must meet U.S. LDR standards</p> <p>Organics must meet the Universal Treatment Standards</p> <p>Less than 30ppm amenable cyanide</p> <p>No reactive sulfide</p> <p>Must be F-listed</p> <p>Less than 5 percent total metals</p> <p>Less than 0.5 percent ammonia</p> <p>Less than 2 percent T.O.C. (Total Organic Carbon)</p> <p>Less than 1000ppm T.O.X. (Total Organic Halogens)</p>
CCSM	Debris For Microencapsulation	<p>Intended for treatment using the alternate treatment standard for debris</p> <p>Must be less than 3' by 3'</p> <p>No cyanides above LDR standards</p> <p>No free liquids or non debris organic solids</p> <p>Flashpoint greater than 140 F</p> <p>PRIMARY DISPOSAL METHOD: MICROENCAPSULATION</p>
CCSMA	Debris For Macroencapsulation	<p>Intended for treatment using the alternate treatment standard for debris</p> <p>Greater than 3' but less than 20'</p> <p>No cyanides above LDR standards</p> <p>No free liquids or non debris organic solids</p> <p>Flashpoint greater than 140F</p> <p>PRIMARY DISPOSAL METHOD: MACROENCAPSULATION</p>
CCSMN	Debris Containing Norm For Microencapsulation	<p>Naturally Occurring Radioactive Material</p> <p>May also include Technically Enhanced NORM (TE-NORM)</p> <p>Less than 2,000 pCi/g total radionuclide content</p> <p>Radium 226 limit of less than 222 pCi/g</p> <p>Must meet U.S. EPA definition of debris</p> <p>Must be less than 3' by 3'</p> <p>Greater than 51 percent debris by volume</p> <p>No cyanides above U.S. LDR standards</p> <p>No free liquids</p> <p>No flammable vapors above 10 percent of LEL</p> <p>Flashpoint greater than 140 F</p> <p>OIL AND GAS FIELD WASTES</p> <p>Total activity of Ra-226 and Ra-228 per gram shall not exceed 12,200 pCi in pipe scale, or 6,000 pCi in other waste forms.</p> <p>The Pb-210 activity per gram shall not exceed 10,000 pCi.</p> <p>PRIMARY DISPOSAL METHOD: MICROENCAPSULATION</p>
CCSN	Rcra Regulated Norm Waste For Stabilization/Lan	<p>NORM with Heavy Metals</p> <p>Naturally Occurring Radioactive Material</p>

		<p>Less than 2,000 pCi/g total radionuclide content  Radium 226 limit of less than 222 pCi/g  Pb-210 limit of less than 666 pCi/g  Contains heavy metals  Flashpoint greater than 140 F  No PCBs or other hazardous classification  Can include debris for microencapsulation  OIL AND GAS FIELD WASTES  Total activity of Ra-226 and Ra-228 per gram shall not exceed 12,200 pCi in pipe scale, or 6,000 pCi in other waste forms.  The Pb-210 activity per gram shall not exceed 10,000 pCi  PRIMARY DISPOSAL METHOD STABLIZATION AND LANDFILL</p>
CCSP	Characteristic Solids/Semi Solids W/Non Tsca PCB	<p>U.S. E.P.A. waste codes (D002,D004-D011)  PCB greater than 10ppm but less than 50ppm  Source of PCB less than 50ppm  Cyanides must meet U.S. LDR standards  Less than 1,000ppm T.O.X.  Flashpoint greater than 140F  PRIMARY DISPALS METHOD: STABILIZATION,LANDFILL</p>
CCSR	Characteristic Metals For Reclamation	<p>Metals for reclamation  Specifications determined for each profile  Disposal method determined for each profile</p>
CCSS	Semi-Solids For Stabilization	<p>Characteristic (D002, D004-D011) codes only  Free liquid is acceptable, but no free organic layer  Organics must meet the Universal Treatment Standards  No herbicides or pesticides  TOC less than 20,000 ppm  Less than 0.5% Ammonia  Less than 50 ppm Fluoride  Less than 30 ppm amenable cyanide  No reactive cyanide allowed  Less than 5% Total metals  Flashpoint greater than 140 F  PRIMARY DISPOSAL METHOD: STABILIZATION OR CHEMICAL OXIDATION</p>
CFL1	Mercury Bulbs For Reclamation	<p>Less than 5 percent broken bulbs  Intact 4 foot or 8 foot bulbs  Packaged in original bulb boxes or specialty containers  Shrink wrapped to pallets  No free mercury  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL2	Misc. Mercury Bulbs For Reclaim	<p>Misc. shaped bulbs containing mercury for reclaim  U tubes, Circular, Incandescent, Quartz, Halogen  Packaged in original bulb boxes or specialty containers  Shrink wrapped to pallets  No free mercury  No D003 bulbs  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL3	Mercury Bulbs For Stabilization	<p>Intact 4 foot or 8 foot bulbs  Packaged in original bulb boxes or specialty containers  Shrink wrapped to pallets  No free mercury  PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p>
CFL4	Misc. Mercury Bulbs For Reclaim	<p>Misc. shaped bulbs containing mercury for reclaim  Limited to Shattershields, HID, Hg vapor,  High pressure Sodium, Metal halides  Packaged in original bulb boxes or specialty containers</p>

		Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL5	Low Pressure Sodium Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL6	Uv Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL7	Xenon Arc Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL8	Compact Fluorescent Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL9	Crushed Fluorescent Bulbs For Reclamation	Crushed bulbs for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
CHBD	PCB Ballasts >50PPM For Reclaim	Must be non-leaking Must be intact Less than 9lbs/ballast <500ppm PCB PRIMARY DISPOSAL METHOD: RECLAIM
CHBI	PCB Ballasts For Incineration	BALLASTS U.S. TSCA regulated light ballasts only, no conduit or pipe PRIMARY DISPOSAL METHOD: INCINERATION
CHBL	PCB Ballasts Or Capacitors For Landfill	Less than three pounds of PCB's in each unit Less than 9 pounds gross weight Must be non-leaking Must be intact PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHCI	Capacitor For Incineration	PRIMARY DISPOSAL METHOD: INCINERATION
CHDR	PCB Contaminated Bushings >50PPM, <500PPM	U.S. TSCA regulated 50ppm-500ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
CHG	Mercury Debris for Stabilization or Retort	Less than 10 ppm cyanide No PCB's Out of country disposal must be approved Debris must meet alternate debris standard PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL
CHG-2	Metallic Mercury devices / debris For Retort	Mercury for retort PRIMARY DISPOSAL METHOD: RECLAMATION
CHG-4	Mercury Salts And Solutions for Retort	Mercury salts and solutions: mercuric chloride, COD vials No organic solutions PRIMARY DISPOSAL METHOD: RETORT
CHG-M	Metallic Mercury for Storage	PRIMARY DISPOSAL METHOD: STORAGE THEN RECLAMATION
CHGI	High Subcategory Mercury For Incineration	Mercury bearing waste suitable for incineration Less than 400 ppm Mercury as calculated per 500 pound drum Must not be Inorganic Metal Bearing Hazardous Waste Source of PCB less than 50 ppm PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION

CHSI	PCB Solids For Incineration	U.S. TSCA regulated May also be hazardous May include: ballasts, debris, soil, PPE Small transformers case by case Must be shreddable PRIMARY DISPOSAL METHOD: INCINERATION
CHSL	PCB Solids For Landfill	Non-hazardous No free liquid Must be able to be landfilled PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHSLM	PCB Remediation waste for Landfill under the PCE	PRIMARY DISPOSAL METHOD: LANDFILL
CHSLN	PCB/Norm Waste For Landfill (Non Rcra Regulated)	NORM with PCB Naturally Occurring Radioactive Material May also include Technically Enhanced NORM (TE-NORM) Less than 2,000 pCi/g total radionuclide content Radium 226 limit of less than 222 pCi/g Pb-210 limit of less than 666 pCi/g No heavy metals or other hazardous classification OIL AND GAS FIELD WASTES Total activity of Ra-226 and Ra-228 per gram shall not exceed 12,200 pCi in pipe scale, or 6,000 pCi in other waste forms. The Pb-210 activity per gram shall not exceed 10,000 pCi PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHSM	Tsca Debris For Microencapsulation	Must meet U.S. EPA definition of debris Must be less than 3' by 3' Greater than 51 percent debris by volume No cyanides above U.S. LDR standards No free liquids No flammable vapors above 10 percent of LEL Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: MICROENCAPSULATION
CHSMA	Tsca Debris For Macroencapsulation	Must meet U.S. EPA definition of debris Greater than 3' but less than 20' Greater than 51 percent debris by volume No cyanides above U.S. LDR standards No free liquids No flammable vapors above 10 percent of LEL Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: MACROENCAPSULATION
CHSRL	PCB Rcra Material For Landfill	U.S. TSCA regulated PCB less than 10 PPM analyses required Must be suitable for stabilization and landfill PRIMARY DISPOSAL METHOD: TSCA LANDFILL, STABILIZATION
CHTL	PCB Transformers For Landfill	50-500ppm must be drained prior to landfill Greater than 500ppm must be drained and flushed prior to landfill PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHTR	PCB Transformers For Reclaim (<500PPM)	50-500 PPM PCB MUST BE NON LEAKING OR DRAINED IN THE FIELD Transformer decommission sheet must be completed PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHTRH	PCB Transformers For Reclaim (>500 PPM)	PCBs greater than 500 ppm MUST BE NON-LEAKING Transformer decommission sheet must be completed PRIMARY DISPOSAL METHOD: METAL RECLAMATION

CHTRN	Transformers Less Than 2PPM PCB For Scrap	Transformers less than 2ppm for scrap PRIMARY DISPOSAL METHOD: RECLAMATION
CHTRR	Transformers Less Than 50PPM PCB For Return	Transformers less than 50ppm for return to customer PRIMARY DISPOSAL METHOD: N/A RETURN TO GENERATOR
CHWR	Misc. Electrical Equipment, 50PPM-500PPM PCB	TSCA regulated Greater than 50ppm but less than 500ppm PCB PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHWRH	Misc. Electrical Equipment, Greater Than 500PPM	U.S. TSCA regulated Greater than 500ppm PCB Switches, Fuses, etc PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CNIA	Asbestos Waste	No free flowing liquid Wetted and double bagged Must be able to pass (paint filter/penetration) tests No pesticides, herbicides or cyanides PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNO	Non Hazardous Solid	Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL No Free Liquid Non-hazardous Biodegrade-able absorbents will be stabilized prior to land No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM
CNOA	Absorbents For Landfill	Non RCRA absorbent for landfill Corn-cob, Sawdust, Polypropylene, Wood chips Material managed under the Absorbent Services product line PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNOD	Bio-Haz Response Debris For Landfill	Non-pourable at 70 F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled No herbicide, pesticide, or cyanide Source of PCB < 50 ppm Analysis confirming No CDC Appendix A materials must be attached to each container Written analysis required prior to approval PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNON	Non Rcra Regulated Norm Waste For Landfill	NORM Solid Waste Naturally Occurring Radioactive Material May also include Technically Enhanced NORM (TE-NORM) Less than 2,000 pCi/g total radionuclide content Radium 226 limit of less than 222 pCi/g Pb-210 limit of less than 666 pCi/g No heavy metals, PCBs or other hazardous classification OIL AND GAS FIELD WASTES Total activity of Ra-226 and Ra-228 per gram shall not exceed 12,200 pCi in pipe scale, or 6,000 pCi in other waste forms. The Pb-210 activity per gram shall not exceed 10,000 pCi



CNOR	MIXED NON HAZARDOUS RECYCLABLES	<p>PRIMARY DISPOSAL METHOD: LANDFILL</p> <p>Must be Non-hazardous</p> <p>Cardboard</p> <p>Scrap metal</p> <p>Plastic</p>
CNOR1	Plastic Bottles and Containers for Chipping	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Empty plastic containers</p> <p>Containers held non RCRA, non medical waste items</p> <p>No free liquids</p> <p>Inner container no larger than 12" x 12" x 15"</p> <p>Thickness less than 1/2 inch</p>
CNOR2	Plastic and Metal items for Shredding	<p>PRIMARY DISPOSAL METHOD: Recycling</p> <p>Plastic items with metal components</p> <p>Items held non RCRA, non medical waste items</p> <p>No free liquids</p> <p>Inner container no larger than 12" x 12" x 15"</p> <p>Thickness less than 1/2 inch</p>
CNOR3	Loose, lightweight plastic and Cardboard for Baili	<p>PRIMARY DISPOSAL METHOD: Recycling</p> <p>Light weight plastic liners and poly sheeting</p> <p>Cardboard - uncontaminated</p> <p>No free liquid</p> <p>Liners held non RCRA, non medical waste items</p> <p>PPE - non contaminated</p>
CNOS	Non Hazardous Semi-Solids	<p>PRIMARY DISPOSAL METHOD: Recycling</p> <p>Must be able to be landfilled</p> <p>No herbicides, pesticides, or cyanides</p> <p>Source of PCB &lt; 50 ppm</p> <p>Flash point over 140°F</p> <p>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL</p> <p>Non-hazardous</p> <p>Must be biodegradable</p> <p>No PCB</p> <p>pH – 2.1 to 12.4</p>
CNOSN	Non Rcra Regulated Norm Waste For Solidificatio	<p>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p> <p>NORM Liquid Waste</p> <p>Naturally Occurring Radioactive Material</p> <p>May also include Technically Enhanced NORM (TE-NORM)</p> <p>Less than 2,000 pCi/g total radionuclide content</p> <p>Radium 226 limit of less than 222 pCi/g</p> <p>Pb-210 limit of less than 666 pCi/g</p> <p>No heavy metals, PCBs or other hazardous classification</p> <p>OIL AND GAS FIELD WASTES</p> <p>Total activity of Ra-226 and Ra-228 per gram shall not exceed 12,200 pCi in pipe scale, or 6,000 pCi in other waste forms.</p> <p>The Pb-210 activity per gram shall not exceed 10,000 pCi</p> <p>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL</p>
CNOSS	Non Hazardous Waste For Shredding And Subtitle	<p>Must be non hazardous, non RCRA regulated</p> <p>Consumer packaged good, debris etc</p> <p>Must be shredd-able</p> <p>No large metal pieces (such as rebar)</p> <p>PRIMARY DISPOSAL METHOD: SUBTITLE D LANDFILL</p>
CNOSV	Non Hazardous Semi-Solids	<p>PRIMARY DISPOSAL METHOD: SUBTITLE D LANDFILL</p> <p>Must be able to be landfilled</p> <p>No herbicides, pesticides, or cyanides</p> <p>Source of PCB &lt; 50 ppm</p> <p>Flash point over 140°F</p> <p>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL</p>

		<p>Non-hazardous  Must be biodegradable  No PCB  pH – 2.1 to 12.4  PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p>
COBR	Oil Contaminated Debris For An Oil Facility	<p>Non-pourable at 70F  No free liquid  Source of PCB &lt; 50 ppm  Must be able to be landfilled  No herbicides, pesticides or cyanides  No biodegradable absorbent/debris  PRIMARY DISPOSAL METHOD:NON HAZARDOUS LANDFILL</p>
COF	Oil Filters For Reclamation	<p>Oil filters for reclamation  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
D20	Regulated Medical Waste	<p>Must not contain RCRA hazardous wastes  Maximum weight 55 pounds per cardboard container  Less than 3 gallons free liquid  Must not contain complete human remains  Inner container must be puncture-proof  if sharps are present  Package to Clean Harbors Medical Waste Packaging Guidelines  PRIMARY DISPOSAL METHOD: INCINERATION/AUTOCLAVE</p>
D20A	RCRA Regulated Medical Waste	<p>RCRA medical waste  Less than 3 gallons free liquid  Drums must be over-packed  Max outer container size 55 gallon  Max inner container size 30 gallon  Must be burnable container (poly or fiber)  Specifications found in CHE Medical waste guidelines  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
D20AC	Regulated Medical Waste (RMW) for Autoclave	<p>Must not contain free liquids  Must not contain animals or animal parts  Must not contain human parts or tissue  Must not contain RCRA hazardous waste  No Chemo and Pharma residue allowed  Inner container must be puncture-proof  if sharps are present  PRIMARY DISPOSAL METHOD: AUTOCLAVE</p>
D20C	Regulated Medical Waste Containing Trace Chem	<p>Must not contain RCRA hazardous wastes  Includes:hypodermic needles, pasteur pipettes,  scalpel blades, empty vials and syringes,  gloves, gowns, and tubing.  Contains less than 3% by weight of the original  quantity of Chemotherapy agents  Maximum weight 55 pounds per cardboard container  Less than 3 gallons free liquid  Inner container must be puncture-proof  if sharps are present  PRIMARY DISPOSAL METHOD: INCINERATION</p>
D20R	Certified Non-Infectious Medical Waste	<p>Can include RCRA regulated material  Must be certified Non-infectious  Less than 3 gallons free liquid  Drums must be over-packed  Max outer container size 55 gallon  Max inner container size 30 gallon  Must be burnable container (poly or fiber)  Specifications found in CHE Medical waste guidelines</p>

D20RV	Covid-19 impacted disinfected medical waste	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p> <p>Can include RCRA regulated material</p> <p>Must be certified Non-infectious</p> <p>Less than 3 gallons free liquid</p> <p>Must be combination packaged</p> <p>Max outer container size 55 gallon</p> <p>Max inner container size 30 gallon</p> <p>Must be burnable container (poly or fiber)</p> <p>Specifications found in CHE Medical waste guidelines</p>
D20V	Covid-19 impacted medical waste	<p>PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE</p> <p>Must not contain RCRA hazardous wastes</p> <p>Maximum weight 55 pounds per cardboard container</p> <p>Max container size is 55-gallon poly or fiber container</p> <p>Must be combination packaged</p> <p>Less than 3 gallons free liquid</p> <p>Must not contain complete human remains</p> <p>Inner container must be puncture-proof &gt; if sharps are present</p> <p>Package to Clean Harbors Medical Waste Packaging Guidelines</p>
D20X	Regulated Medical Waste Sharps	<p>PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE</p> <p>Regulated Medical waste sharps Includes:</p> <p>hypodermic needles, syringes, pasteur pipettes, scalpel blades, blood vials, and needles</p> <p>Less than 3 gallons free liquid</p> <p>Requires packaging in rigid containers</p> <p>Package to Clean Harbors Medical Waste Packaging Guidelines</p>
D21	Lab Packs	PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE
D23	Empty Drums	<p>PACKAGED LABORATORY CHEMICALS</p> <p>Must meet definition of empty</p> <p>Must not have a U.S. EPA waste code</p> <p>Source of PCB &lt; 50 ppm</p>
D23H	Empty PCB Drums	<p>PRIMARY DISPOSAL METHOD: RECLAMATION/LANDFILL</p> <p>Must meet definition of empty</p>
D23I	Empty Drums For Incineration	<p>PRIMARY DISPOSAL METHOD: TSCA LANDFILL</p> <p>Must meet definition of empty</p> <p>Must not have a U.S. E.P.A. waste code</p> <p>Source of PCB &lt; 50 ppm</p>
D23P	P Coded Empty Drums	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>Must meet definition of empty</p> <p>Specifications to be individually quoted</p>
D23W	Water Reactive Empty Drum	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p> <p>Must meet definition of empty</p> <p>Specifications to be individually quoted</p>
D80B	Non PCB Ballasts And Ballasts <50PPM For	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>Non PCB ballasts or ballasts with less than 50ppm PCB</p>
D80C	Cable < 50PPM PCB For Reclaim	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Non PCB cable or cable with less than 50ppm non TSCA PCB</p>
D80D	Non PCB Bushings And <50PPM For Reclaim	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Non PCB bushings or bushings with less than 50ppm PCB</p>
D80I	Non-PCB Articles For Incineration	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Not hazardous</p> <p>Source of PCB &lt; 50 ppm</p> <p>Small transformers case by case</p> <p>Capacitors, Ballasts, Switches</p> <p>Must be shreddable</p>
D80L	Non-PCB Articles For Landfill	<p>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p> <p>Non hazardous</p>

		Source of PCB < 50 ppm Capacitors, Ballasts, Switches PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL
D80R	Non PCB Regulators And Regulators <50PPM For	Non PCB regulators or regulators with less than 50ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D80T	Non-PCB Transformer	Non hazardous Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: RECLAMATION OR HAZARDOUS LANDFILL
D80W	Misc. Electrical Equipment, Fuses, Switches, Etc. <	Misc. electrical equipment Non PCB or electrical equipment with less than 50ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D90K	Higher Toxicity Liquids For Incineration	Source of PCB < 50 ppm Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent No dioxins Higher order toxicity material (herbicides, biocides, cytotoxins etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION BULK SPECIFICATIONS:
D92K	Higher Toxicity Solids For Incineration	Iodine must be less than 0.5 percent No metal pieces Source of PCB < 50 ppm Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent No dioxins Higher order toxicity material (herbicides, biocides, cytotoxins, etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION BULK SPECIFICATIONS:
DEA	Dea Regulated Material (Non Rcra)	Schedule II Narcotic Schedule II Non-Narcotic Schedule III Narcotic Schedule III Non-Narcotic Schedule IV Schedule V
DH1	PCB Liquids For Dechlorination (<500PPM)	Mineral Oil Dielectric Fluid for Dechlorination (<500 PPM) PCB concentration – <500 ppm PCB Less then 500 ppm water Organic halogens < 250 ppm Silicon content less then 50 ppm Must be petroleum based mineral oil Must be non-hazardous PRIMARY DISPOSAL METHOD: DECHLORINATION
DH2	PCB Liquids For Dechlorination (500-4000 PPM)	Mineral Oil Dielectric Fluid for Dechlorination (<4000 PPM) PCB concentration – 500 – 4000 PPM PCB Less then 500 ppm water Organic halogens < 250 ppm Silicon content less then 50 ppm Must be petroleum based mineral oil Must be non-hazardous PRIMARY DISPOSAL METHOD: DECHLORINATION
DH3	High Btu PCB Liquids For Incineration	Must have less than one inch of solids in drum Less than 10 percent water layer Must be pumpable Must have greater than 10,000 BTUs per pound

DH4	Low Btu PCB Liquids For Incineration	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>Must have less than one inch of solids in drum</p> <p>Greater than 10 percent water layer</p> <p>Must be pumpable</p> <p>3,000-10,000 BTUs per pound</p>
DHLC	PCB Lean H2O For Carbon Absorb	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>Less than 1 inch of solids in drum</p> <p>Hazardous material case by case acceptance</p> <p>Less than 1 percent organic layer</p> <p>Must meet treatability</p>
DHLI	PCB Lean Water For Incin	<p>PRIMARY DISPOSAL METHOD:ACTIVATED CARBON TREATMENT</p> <p>Must contain less than one inch of solids</p> <p>Must be less than 3,000 BTUs per pound</p>
ECEW	CA Covered E-Waste for Reclamation	<p>PRIMARY DISPOSAL METHOD: INCINERATION</p> <p>CA Covered E-Waste for Reclamation</p>
EEE	Equipment for Reclamation	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Computer keyboards and terminals</p> <p>Misc equipment (compressors, machinery, refrigeration units)</p> <p>Refrigeration units limited to Freons only, no Ammonia</p> <p>Other miscellaneous equipment</p>
EEE3	Cpu'S And Laptop Computers For Reclamation	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>CPUs and Laptop computers for reclamation</p>
EEE4	Keyboards, Mice, Faxes, Printers, Modems For Re	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Keyboards, mice, faxes, modems, printers for reclamation</p>
EEE5	Freon Containing Articles For Reclamation	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Freon containing articles for dismantle and reclamation</p> <p>Refrigerators, air conditioners, etc</p>
EEE6	Special Handling Items For Reclamation (X-Ray M	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Special handling material for reclamation</p> <p>X-ray machines, Medical equipment, appliances etc</p>
EEE7	Other Electronics- Low Scrap Value	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Other electronics with low scrap value</p> <p>Examples include: Microwave ovens, small home appliances etc, LED bulbs</p>
FB1	Liquid For Fuel	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>Example: paint thinner, solvents</p> <p>Less than 4 inches of dispersible sludge</p> <p>Less than 5 percent halogens/sulfur</p> <p>Source of PCB &lt; 50 ppm</p> <p>Greater than 10,000 BTU's</p> <p>No pesticides</p> <p>No debris</p> <p>Low viscosity (e.g. thinners)</p> <p>Must not set-up with water or with organic solvents</p> <p>PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p> <p>BULK SPECIFICATIONS:</p> <p>Less than 5 percent water</p> <p>Greater than 10,000 BTU</p> <p>Less than 2 percent halogens</p> <p>Source of PCB &lt; 50 ppm</p> <p>Must be compatible with fuel stock and storage tanks</p>
FB1E	Fuel for Energy Recovery	<p>PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p> <p>Example: paint thinner, solvents</p> <p>Less than 4 inches of dispersible sludge</p> <p>Less than 5 percent halogens/sulfur</p> <p>Source of PCB &lt; 50 ppm</p> <p>Greater than 10,000 BTU's</p> <p>No pesticides</p>

FB1F	Liquids For Beneficial Fuel Use At Incinerators	<p>No debris  Low viscosity (e.g. thinners)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING  Greater than 12,000 BTU/lb  Less than five percent water  Less than 0.5 percent halogen/sulfur  Metals within normal feed limits  Source of PCB &lt; 50 ppm  No Pesticides, no level A requirements  Na/K/Mg/P each less than 0.5 percent  Ash less than 5 percent  Settle-able solids less than 5 percent  Viscosity of #4 fuel oil or better  Must be compatible with fuel stock and storage tanks  PRIMARY DISPOSAL METHOD: INCINERATION</p>
FB1K	Liquid/Energetics For Incineration	<p>BTU greater than 6,000  Metals within normal feed rates  Chlorine less than 2 percent  Iodine, Bromine and Fluorine less than 0.5 percent  Sulfur less than 3 percent  No pesticides/level A requirements  Na/K/Mg/P each less than .5 percent  Ash less than 5 percent  Settleable solids less than 5 percent  Viscosity of #4 fuel oil or better  Must be compatible with fuel stock and storage tanks  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
FB2	Liquid Fuel With Solids	<p>Less than 12" of dispersible sludge  Less than 5 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's  No pesticides  No debris  Medium viscosity (e.g. motor oil)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB2E	Fuel for Energy Recovery	<p>Less than 12" of dispersible sludge  Less than 5 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's  No pesticides  No debris  Medium viscosity (e.g. motor oil)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB3	Semi-Liquid For Fuel	<p>Less than 36" of dispersible sludge  Less than 5 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's/lb  No pesticides  No debris  High viscosity (e.g. molasses)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB3E	Fuel for Energy Recovery	<p>Less than 36" of dispersible sludge  Less than 5 percent halogens/sulfur</p>

		<p>Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's/lb  No pesticides  No debris  High viscosity (e.g. molasses)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING</p>
FB3R	Latex & Alkyd Paint For Recycling	<p>Examples: latex based paints and caulks, alkyd based paints  Liquids, semisolids, solids  No auto paint, epoxies, resins, adhesives, marine paint  No plasticizers, creosote, wood preservatives  No rubber based cement, dioxins, PCBs  PRIMARY DISPOSAL METHOD: RECLAMATION</p>
FB4	Organic Solid For Fuel	<p>Less than 25 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's/lb  No pesticides  No debris  No monoliths  Dissolve-able solids (e.g. paint solids)  May contain some free flowing liquid  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB4E	Fuel for Energy Recovery	<p>Less than 25 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's/lb  No pesticides  No debris  No monoliths  Dissolve-able solids (e.g. paint solids)  Dispersible solids (e.g. paint solids)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING</p>
FB5	Solid Fuel Not Process-able (Contains debris)	<p>Example: Rags, filters, PPE, organic absorbent  No large metal pieces (rebar)  No metal fines or powders  Less than 10 percent halogens or sulfur  Source of PCB &lt; 50 ppm  Mercury limited to 10 ppm maximum  Greater than 5,000 BTUs/lb  Contain 25 percent or more burn-able debris or absorbent  No cyanides / sulfides  No oxidizers  No closed containers  No tacky material  No pesticides  No free liquid  PRIMARY DISPOSAL METHOD: INCINERATION / FUEL BLENDING</p>
FB5A	Absorbents For Fuel Blending	<p>Non RCRA absorbent for Fuel blending  Corn-cob, Sawdust, Polypropylene, Wood chips  Material managed under the Absorbent Services product line</p>
FB5E	Solid Fuel For Energy Recovery	<p>Example: Rags, filters or PPE  No large metal pieces (rebar)  No metal fines or powders  Less than 10 percent halogens or sulfur  Source of PCB &lt; 50 ppm  Mercury limited to 10 ppm maximum</p>

		<p>Greater than 5,000 BTUs/lb            Contain 25 percent or more burn-able debris or absorbent            No cyanides / sulfides            No oxidizers            No closed containers            No tacky material            No pesticides            Less than 20% free liquid            PRIMARY DISPOSAL METHOD: FUEL BLENDING/ENERGY RECOVERY</p>
FB5M	Monolithic Organic Solids	<p>Example: rock hard resins, polymers            Less than 10 percent chlorine            Less than 50 ppm PCB - non TSCA regulated            Greater than 5,000 BTU's            No pesticides            No debris            500 lb limit            Less than 4 percent sulfur            PRIMARY DISPOSAL METHOD: FUEL BLENDING / INCINERATION</p>
LA99H	Labpack Alkali Metals Kiln Ready For Incineration	<p>Water reactive compounds for incineration            Container size max - 5 gal            Alkali metals must be packaged under mineral oil            PRIMARY DISPOSAL METHOD - INCINERATION</p>
LA99O	Type B Organic Peroxide lab pack	<p>Competent Authority Letter CA2003040003 required            UN3101 Organic Peroxide Type B Liquid            UN3102 Organic Peroxide Type B Solid            Refer to LP guidelines for additional information            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
LAT-A	Labpack Acid & Acid Compatibles For Aqueous Treatment	<p>Example: hydrochloric acid, ferrous chloride, etc.            pH between 0-7            No debris/no reactives            No F,U,P, or K codes            Less than 5% chelators &amp; organic material            Less than 260 ppm mercury            Container size limited to 8 oz-5 gal size            Less than 20 lbs of heavy metal solids            Refer to LP guidelines for additional information</p>
LAT-B	Labpack Basic & Basic Compatibles For Aqueous Treatment	<p>Example: sodium hydroxide, alkaline developers, etc.            pH between 7-14            No debris/no reactives            No F,U,P, or K codes            Less than 5% chelators &amp; organic material            Less than 260 ppm mercury            Container size limited to 8 oz-5 gal size            Less than 20 lbs of heavymetal solids            Refer to LP guidelines for additional information</p>
LAT-C	Labpack Organics For Aqueous Treatment	<p>Example: sodium acetate, sucrose, etc.            pH between 0-7            No debris/no reactives            No fat, oil, and grease            No F,U,P, or K codes            Less than 5% chelators            Less than 260 ppm mercury            Container size limited to 8 oz-5 gal size            Less than 20 lbs of heavy metal solids            Refer to LP guidelines for additional information</p>
LAT-O	Labpack Oxidizers For Aqueous Treatment	<p>Example: sodium nitrate, hydrogen peroxide, etc.            No debris/no reactives</p>



		No F,U,P, or K codes No organics No metal peroxides Less than 260 ppm mercury Container size limited to 8 oz - 5 gal size Less than 20 lbs of heavy metal solids Refer to LP guidelines for specific material (US):
LBBGB	Small Sealed Cell Batteries and Portable	-No Hazardous Waste allowed -Must be acceptable for shipment via FedEx Ground -Batteries must be intact -Batteries must be protected from short-circuiting -If tape is used, clear packing tape is suggested -Limit of 43 pounds per box -Limit of 10 pounds of Primary Lithium per box -No liquids allowed -No primary Lithium batteries with > 25 grams of lithium -Follow instructions included with box.
LBC2R	Small Sealed Cell Rechargeable Batteries for Recy (US Only):	-No Hazardous Waste allowed -Must be acceptable for shipment via UPS Ground -Batteries must be rechargeable type only -Single use non rechargeable batteries are not allowed -Batteries must be intact -Batteries must be protected from short-circuiting -If tape is used, clear packing tape is suggested -Limit of 50 pounds per box -Battery and portable device must be less than 11 pounds -No liquids allowed -Follow instructions included with box.
LBD	Mixed Batteries For Reclamation	Example: Nickel Cadmium batteries (wet or dry), nickel metal hydride No Mercury bearing batteries allowed Follow specific packing protocol Refer to LP guidelines for additional information
LBD1	Alkaline Dry Cell Batteries For Reclamation	Flashlight and alkaline batteries that are mercury free alkaline, carbon zinc PRIMARY DISPOSAL METHOD: RECLAMATION
LBD2	Ni-Cad Batteries Wet Or Dry For Reclamation	Wet or dry cell nickel cadmium batteries PRIMARY DISPOSAL METHOD: RECLAMATION
LBD3	Nickel Metal Hydride Batteries For Reclamation	Nickel metal hydride batteries PRIMARY DISPOSAL METHOD: RECLAMATION
LBD4	Other Nickel Containing Batteries For Reclamation	Other nickel batteries: nickel zinc, nickel iron PRIMARY DISPOSAL METHOD: RECLAMATION
LBD5	Magnesium Batteries For Reclamation	Magnesium batteries PRIMARY DISPOSAL METHOD: RECLAMATION
LBLA	Lead Acid Batteries For Reclamation	Example: car battery, lead acid gel cell battery Refer to LP guidelines for additional information
LBLA2	Lab Packed Lead Acid Battery For Reclaim	Example: car battery, lead acid Refer to LP guidelines disposal within US only
LBLA3	Broken Lead Acid Battery For Reclaim	Example: car battery, lead acid Refer to LP guidelines
LBR	Lithium Batteries For Incineration	All batteries must be sealed/non-leaking & insulated Refer to LP guidelines for additional information
LBR2	Lithium Ion Batteries For Reclamation	All batteries must be sealed/non-leaking & insulated Refer to Lithium battery packing guidelines

LBRE	Lithium battery devices	<p>PRIMARY DISPOSAL METHOD: RECLAMATION</p> <p>All batteries must be sealed, non-leaking &amp; insulated</p> <p>All batteries must be contained in sealed electronic devices</p> <p>All devices must be protected from inadvertent activation</p>
LBRR	Lithium Batteries For Reclamation	<p>All batteries must be sealed/non-leaking &amp; insulated</p> <p>Refer to Lithium battery packing guidelines</p> <p>PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBRU	Damaged, Defective, and Recalled (DDR) or Intact Lithium Batteries For Incineration	<p>All batteries/cells must be insulated</p> <p>CH HHRG approval required</p> <p>Refer to Lithium battery packing guidelines</p> <p>PRIMARY DISPOSAL METHOD: INCINERATION</p>
LCCD	Labpack Material Kiln Ready For Incineration	<p>Kiln ready lab packs</p> <p>No large metal pieces (rebar)</p> <p>Not TSCA regulated</p> <p>Light weight debris</p> <p>Reactive cyanides less than 250 ppm</p> <p>Reactive sulfides less than 500 ppm</p> <p>No air or water reactives</p> <p>PRIMARY DISPOSAL METHOD: INCINERATION</p>
LCCRA	Labpack Acid & Acid Compatibles For Incineration	<p>Example:arsenic acid, hydrochloric acid/freon waste, etc.</p> <p>pH between 0-7</p> <p>container size max - 5 gal</p> <p>PCB's less than 50 ppm, inorganic mercury less than 260 ppm</p> <p>Refer to LP guidelines for additional information</p>
LCCRB	Labpack Basic & Basic Compatibles For	<p>Example:cyclohexyl amine, thiourea, nickel cyanide, etc.</p> <p>pH between 7-14</p> <p>Container size max - 5 gal</p> <p>PCB's less than 50 ppm/inorganic mercury less than 260 PPM</p> <p>Refer to LP guidelines for additional information</p>
LCCRC	Labpack Organics For Incineration	<p>Example:butyric acid, aldrin, endosulfan, etc.</p> <p>Container size max - 5 gal</p> <p>Flash point greater than 140°F</p> <p>PCB's less than 50 ppm/inorganic mercury less than 260 PPM</p> <p>Refer to LP guidelines for additional information</p>
LCCRD	Labpack Flammables For Incineration	<p>Example:allyl bromide, pyrrolidone, isocyanates, etc.</p> <p>Container size max - 5 gal</p> <p>Flash point less than 140°F</p> <p>PCB's less than 50 ppm/inorganic mercury less than 260 PPM</p> <p>Refer to LP guidelines for additional information</p>
LCCRI	Labpack Required To Be Packaged Alone Per Dot	<p>lab packed material required per D.O.T. to be packaged alone for incineration</p>
LCCRN	Labpack Non-Hazardous For Incineration	<p>Example:off-spec/outdated commercial products, latex paint, soaps, etc.</p> <p>No hazardous characteristics</p> <p>No asbestos/fiberglass</p> <p>Refer to LP guidelines for additional information</p>
LCCRO	Labpack Oxidizers For Incineration	<p>Example: lead peroxide, hydrogen peroxide, etc.</p> <p>Container size max - 5 gal</p> <p>PCB's less than 50 ppm/mercury less than 260 PPM</p> <p>Refer to LP guidelines for additional information</p>
LCCRP	Labpack Dioxins And Dioxin Precursors	<p>Dioxin and Dioxin Precursors for Canadian Incineration</p> <p>Can be Liquid, Solid or Semi-solid</p> <p>U.S. E.P.A. waste codes (F020-F023, F026-F028)</p> <p>PRIMARY DISPOSAL METHOD: INCINERATION</p>
LCCRQ	Aerosols For Incineration	<p>Example:spray paints, pesticide aerosols, freon aerosols,etc</p> <p>No cylinders or lecture bottles</p>

LCCRR	Labpack Reactive Acid & Acid Compatibles For	<p>No F027 aerosols  Refer to LP guidelines for additional information  Follow DOT regulations for packing guidelines  Must be packaged in metal containers per NFPA  Reactive lab packs  Specific reactive parameters listed below:  LCCRRA-pH between 0-7, max 1 gal (call in when large quantity of material is encountered)  LCCRRB-pH between 7-14, max 1 ga; (call in when large quantity of material is encountered)  LCCRRC-pH between 0-7, flash point greater than 140°f, maximum 1 gallon  LCCRRD-pH between 0-14, flash point less than 140°f, maximum 1 gallon (maximum 4oz for organic nitrates)  LCCRRO-max 1 gal (call in when large quantity of material is encountered)  LCCRRI/LCCRRQ-refer to LP guidelines for additional information  PRIMARY DISPOSAL METHOD - INCINERATION</p>
LCCRS	Labpack Scintillation Vials For Incineration	Labpack Scintillation Vials For Incineration
LCCRU	Labpack Unknowns For Incineration	Refer to LP guidelines for additional information
LCCRX	Labpack Non Infectious Sharps For Incineration	non pathogenic sharps, syringes etc for incineration
LCCS	Lab Packs For Stabilization	<p>Less than 30ppm amenable cyanide  No pesticides or herbicides  No organic debris or organic layers  U.S. E.P.A. waste codes (D002, D004-D011, P010-P012)  Cyanides must meet U.S. LDR standards  Less than 1,000 ppm T.O.X. (Total Organic Halogen)  Less than 2 percent T.O.C. (Total Organic Carbon)  Less than 0.5 percent Ammonia  Less than 5 percent total metals  Flashpoint greater than 140 F  PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p>
LCCSR	Characteristic Metal For Reclaim	<p>Lead scrap  Lead aprons</p>
LCHG1	Elemental Mercury for Treatment/Stabilization	<p>Example:  Mercury Metallic  Beth App must be approved</p>
LCHG2	Labpack Mercury Devices / Mercury Debris for	<p>Examples:mercury thermometers,  contaminated debris with metallic mercury  Check acceptable materials list  Refer to LP guidelines for additional information</p>
LCHG3	Mercury Batteries For Retort	<p>Examples: Alkaline dry cell, Carbon Zinc, Silver oxide  Refer to LP guidelines for additional information</p>
LCHG4	Labpack Mercury Salts And Solutions For Retort	<p>Mercury salts and solutions: mercuric chloride, COD vials  Refer to LP guidelines for additional information</p>
LCHGI	Labpack High Subcategory Mercury For	<p>Mercury bearing Lab Packed waste suitable for incineration  Souce of PCB less than 50 ppm  No air or water reactives  Refer to LP guidelines for additional information  PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
LCHGM	Lab packed Metallic Mercury for Storage	<p>Metallic Mercury for Storage  Refer to LP guidelines for additional information</p>
LCHSD	Labpack PCBs Kiln Ready For Incineration	TSCA regulated lab packs for direct feed incineration

LCHSI	Labpack PCBs For Incineration	Example PCB ballasts/capacitors, PCB oil, etc. No RCRA regulated waste Manifest waste in kilograms Refer to LP guidelines for additional information
LCHSL	Labpack PCBs For Secure Chemical Landfill	Non-hazardous No free liquid Must be able to be landfilled PRIMARY DISPOSAL METHOD: TSCA LANDFILL Refer to LP guidelines for additional information
LCHSR	Labpack Mixed PCBs & Rcra Waste For Incineration	Example:acetone/PCB oil, hydrochloric acid/PCB waste, etc. No mercury waste Manifest waste in kilograms Refer to LP guidelines for additional information
LCY1	Propane Cylinders For Recycling	Refer to LP guidelines for additional information Greater than 5% solids maybe subject to surcharge
LCY10	Highly Reactive Or Toxic Cylinders For Disposal	Greater than 5% solids maybe subject to surcharge
LCY11	Unknown Cylinders For Disposal	Greater than 5% solids maybe subject to surcharge
LCY12	Special Approval Cylinders For Disposal	Unknown cylinder samples Greater than 5% solids maybe subject to surcharge
LCY13	Pyrophorics, water-reactives, other reactive for	ALDRICH SURE PACKS / 4B240 "SPUD" CYLINDERS ONLY.
LCY15	Cylinders for detonation or special process in Colf	Greater than 5% solids maybe subject to surcharge
LCY2	Refrigerant Gases Or Fire Extinguishers For	Specifications to be quoted case-by-case Greater than 5% solids maybe subject to surcharge
LCY3	Acetylene (For Recycle)	Greater than 5% solids maybe subject to surcharge
LCY4	Inert Or Calibration Gas Cylinders For Disposal	Greater than 5% solids maybe subject to surcharge
LCY5	Lecture and small cylinders ONLY for standard	Greater than 5% solids maybe subject to surcharge
LCY6	Flammable Cylinders For Disposal	Butane/butene and isomers, carbon monoxide, freons (non-recyclable), acetaldehyde, allene, anisole, carbon tetrachloride, chloroethane, dimethyl ether Must pass cylinder evaluation Other specifications may be quoted case by case Greater than 5% solids maybe subject to surcharge
LCY6C	Chlorofluorocarbons for Carbon Credits	PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION CFC-11, CFC-12, CFC-113, CFC-114, CFC-115. Specifications determined for each profile Testing required up front Ton and Half-ton cylinders only
LCY7	Toxic Cylinders For Disposal	PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION Certain pyrophorics, antimony pentachloride, antimony pentafluoride, ethylene oxide, insta foam part A (isocyanate), insta foam part B (isocyanate), tetrafluoroethylene Must pass cylinder evaluation Other specifications may be quoted case by case
LCY8	Toxic Or Corrosive Cylinders For Disposal	PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION Boron trifluoride, acetyl fluoride, hydrogen sulfide, methyl bromide, methyl dichlorosilane, nitrosyl fluoride, methyl mercaptan (mixtures) Must pass cylinder evaluation Other specifications may be quoted case by case
LCY9	Pyrophoric Or Reactive Cylinders For Disposal	PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION Hexafluoroacetone, acrylonitrile, benzyl magnesium chloride, t-butyl phosphine, dibutyl sulfide, diethyl aluminum chloride, diethyl zinc, diethyl aluminum hydride Must pass cylinder evaluation Other specifications may be quoted case by case
LCYMT	Empty & De-Valved Cylinders	PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION Must be certified empty and de-valved

LDEA1	Dea Controlled Substances Schedule I-V	<p>Refer to LP guidelines for additional information</p> <p>PRIMARY DISPOSAL METHOD: LANDFILL/RECYCLE</p> <p>Example Barbitol, Valium, etc.</p>
LEAD	Lead	<p>Refer to LP guidelines for additional information</p> <p>Lead for Reclaim</p>
LFB1	Labpack For Fuels Blending	<p>Example: Acetone, Oil, Glycols, Paint Thinner, etc.</p> <p>pH between 4-10 &amp; must be pourable</p> <p>Less than 260 ppm mercury</p> <p>Less than 50 ppm PCB's</p> <p>No Pesticides/Herbicides/Debris</p> <p>No malodorous compounds (e.g. mercaptans, amines, etc.)</p> <p>Container Size - 8 oz - 5 gal</p> <p>Refer to LP guidelines for additional information</p> <p>PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
LFB1E	Lab Packed Liquids For Recycling via Energy Recovery	<p>Example: Acetone, Methylene Chloride, Oil, Glycols, Paint Thinner, etc.</p> <p>Must be amenable to consolidation</p> <p>Must be non viscous liquid</p> <p>pH between 4-10</p> <p>Less than 260 ppm mercury</p> <p>Less than 50 ppm PCB's</p> <p>No Pesticides/Herbicides/Debris</p> <p>No malodorous compounds (e.g. mercaptans, amines, etc.)</p> <p>Container Size - 16 oz - 5 gal</p> <p>Refer to LP guidelines for additional information</p> <p>PRIMARY DISPOSAL METHOD: FUEL BLENDING/ENERGY RECOVERY</p>
LFB3	Labpack Latex Paint For Recycling	<p>Examples: latex based paints and caulks, alkyd based paints</p> <p>Container sizes include ounce, pint, quart, gallon &amp; 5 gal</p> <p>Liquids, semisolids, solids</p> <p>Plastic &amp; metal containers</p> <p>Must pack latex &amp; alkyds separately</p> <p>No auto paint, epoxies, resins, adhesives, marine paint</p> <p>No plasticizers, creosote, wood preservatives</p> <p>No rubber based cement, dioxins, PCBs</p> <p>Refer to LP guidelines for additional information</p>
LFB4	Labpack Oil Based Paint For Recycling	<p>Examples: Paint with lead, chromium, cadmium, toluene, MEK, MIBK, acetone</p> <p>Includes paint thinner, shellac, varnish, mineral spirits, turpentine, urethane, combustible paint, water sealers, metal paints, textured paints</p> <p>Container sizes include ounce, pint, quart, gallon &amp; 5 gal</p> <p>Liquids, semisolids, solids</p> <p>Plastic &amp; metal containers</p> <p>No auto paint, epoxies, resins, adhesives, marine paint</p> <p>No plasticizers, creosote, wood preservatives</p> <p>No rubber based cement, dioxins, PCBs</p> <p>Refer to LP guidelines for additional information</p>
LITHL	Reactive Lithium Lab Packs	<p>Reactive Lithium Lab Packs</p>
LLF	Labpack For Landfill	<p>Non-RCRA lab packed chemicals for landfill</p> <p>Maximum 5 gallon internal container size</p> <p>No infectious or other biological material</p> <p>See lab pack guidelines for additional specifications</p> <p>PRIMARY DISPOSAL METHOD: LANDFILL</p>
LLFAS	Labpack Asbestos For Landfill	<p>Example: asbestos gloves, panels, etc.</p> <p>Must be double bagged and wetted</p> <p>Refer to LP guidelines for additional information</p>

LPTN	Non-Processable Paint & Paint Related Mtrl For Ir	PAINTS NOT SUITABLE FOR COMPACTION FOR DESTRUCTION INCINERATION glass containers are acceptable no pesticide like cresoste no PCB D001/D004-D008, D010, D011
LPTP	Processable Paint & Paint Related Mtrl For	PAINTS SUITABLE FOR PROCESSING AT A CHI FACILITY no glass containers no solid paints no PCB no pesticides like creosote D001/D004-D008, D010, D011
LRCT	Labpack Reactives For Incineration	Example: organic peroxides, water reactives, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTA	Labpack Reactive Acid & Acid Compatibles For	Example: aluminum chloride, phosphorus pentoxide, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTB	Labpack Reactive Basic & Basic Compatibles For	Example: azides, ammonium sulfide, dinitroaniline, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTC	Labpack Reactive Organics For Incineration	Example: non-flammable organic silanes, dinitrobenzoic acid Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTD	Labpack Reactive Flammables For Incineration	Example: picric acid, sodium hydrosulfite, etc Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTO	Labpack Reactive Oxidizers For Incineration	Example: organic peroxides, perchloric acid, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTQ	Labpack Reactive Compressed Gas Cartridge For	Example: lighters, ethylene dioxide, carbon dioxide Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION

REC8	BASE METAL SOLID, LIQUID, SLUDGES FOR RECLA	Example: metallic brake shavings from automotive use
RXHZ	RCRA Pharmaceuticals	<p>Hazardous (RCRA) Pharmaceuticals</p> <p>No Sharps</p> <p>No large metal pieces</p> <p>Max weight 200 pounds</p> <p>No PCB's</p> <p>No cyanides or sulfides</p> <p>No air or water reactives</p> <p>Non corrosive PH</p> <p>Iodine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Mercury limited to 10 ppm maximum</p> <p>PRIMARY DISPOSAL METHOD : DESTRUCTION/ INCINERATION</p>
RXXM	Comingled RCRA and Non RCRA Pharmaceuticals	<p>Mixed Hazardous (RCRA) and Non Hazardous Pharmaceuticals</p> <p>No Sharps</p> <p>No large metal pieces</p> <p>Max weight 200 pounds</p> <p>No PCB's</p> <p>No cyanides or sulfides</p> <p>No air or water reactives</p> <p>Non corrosive PH</p> <p>Iodine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Mercury limited to 10 ppm maximum</p> <p>PRIMARY DISPOSAL METHOD : DESTRUCTION/ INCINERATION</p>
RXNH	Non RCRA pharmaceuticals	<p>Non Hazardous Pharmaceuticals (NON RCRA)</p> <p>No large metal pieces</p> <p>No sharps</p> <p>Max weight 200 pounds</p> <p>No PCB's</p> <p>No cyanides or sulfides</p> <p>No air or water reactives</p> <p>Non corrosive PH</p> <p>Iodine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>PRIMARY DISPOSAL METHOD : DESTRUCTION/ INCINERATION</p>

**Cylinder Sizes**

- Lecture (CYLE) - Up to 3" dia. and 13" length or 4" dia. and 10" length
- Small (CYSM) - Up to 4" dia. and 24" length
- Medium (CYME) - Up to 12" dia. and 36" length
- Large (CYLG) - Up to 16" dia. and 56" length
- Extra Lrg (CYXL) - Up to 20" dia. and 64" length
- ½ Ton (CYHT)\* - Up to 30" dia. and 52" length or 20" dia. and 82" length
- Ton (CYTN)\* - Up to 24" dia. and 94" length or 30" dia. and 82" length

**Attachment 1 - 3 Year Compliance Histories for TSDFs & Waste Management Facilities**





# Enforcement Action Summary Report

Facility *Aragonite*

<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>
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8/31/2020	US EPA	Warning Letter/Notice	Incineration of materials in violation of the prohibition on dilution of certain hazardous wastes by incineration.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

12/9/2020	Alabama Board of Pharmacy	Compliant	1) Failure to disclose an enforcement action in another jurisdiction on a permit application and applicable Alabama Board of Pharmacy rules violations from lack of disclosure.	\$2,000.00	Resolved	2/24/2021	\$2,000.00
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*EA Number:*

20-L-0097

*Description of Resolution:*

Paid an administrative 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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*EA Number:*

*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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<b>EA Number:</b>	RCRA-08-2022-0002	<b>Description of Resolution:</b>	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.
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2/26/2021	Bureau of Alcohol, Tobacco and Fire Arms	Warning Letter/Notice	Failure to timely/accurately enter all required explosive inventory identification and quantity information in a daily summary of magazine transaction (per magazine)	\$0.00	Resolved w/o Penalty	2/26/2021	\$0.00
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<b>EA Number:</b>		<b>Description of Resolution:</b>	Provided corrective actions to the Agency.
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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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<b>EA Number:</b>	NOV 2102003	<b>Description of Resolution:</b>	Paid a civil penalty and entered into a consent agreement.
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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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**EA Number:** CI 2021 94536      **Description of Resolution:** Paid a civil penalty.

7/5/2022	UDEQ	Notice of Violation	32 alleged violations of the permit identified during the annual two week inspection in September 2021.	\$110,889.50	Pending		\$0.00
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**EA Number:** 2205051      **Description of Resolution:**

7/19/2023	UDEQ	Notice of Violation	1) Incinerating a prohibited pyrophoric waste, 2) failure to separate oxidizers and flammables by adequate space, 3) processing oxidizers and infectious waste in the shred tower, 4) failure to resolve generator information discrepancies on profiles, 5) failure to resolve waste code discrepancies on a profile, 6) inaccuracies assigning burn chemistry based on waste class codes, 7) failure to sample 10% of incoming loads, 8) failure to ensure log books contained essential information's, 9) training records deficiencies, 10) failure to maintain calibration records, 11) failure to document a natural draft opening, 12) failure to immediately address a leaking container, 13) improper incineration of mercury waste, 14) land disposal of residue that exceeded the toluene land disposal restriction limits.	\$0.00	Pending		\$0.00
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**EA Number:**      **Description of Resolution:**

*Facility*                      *Buttonwillow*

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<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>
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9/16/2022	DTSC	Warning Letter/Notice	Failure to comply with the permit because a plastic cover on a waste pile had a small hole.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

2/22/2023	DTSC	Notice of Non-Compliance	1) Failure to mark/label hazardous waste leachate containers with the date upon which each period of accumulation begins.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

*Facility*                      *Deer Park*

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<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>
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8/31/2020	US EPA	Warning Letter/Notice	Incineration of materials in violation of the prohibition on dilution of certain hazardous wastes by incineration.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

12/21/2020	TCEQ	Notice of Violation	Failure to report lead and copper analytical results from a public water supply during the period of June through September 2020.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

1/4/2021	TCEQ	Warning Letter/Notice	Failure to submit Copper and Lead samples from a public water supply.	\$0.00	Dismissed	2/9/2021	\$0.00
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*EA Number:*

*Description of Resolution:*

The samples were taken but the laboratory failed to report them to the TCEQ. Once notified of the oversight, the laboratory submitted the results and the notice of violation was rescinded.

2/26/2021	TCEQ	Notice of Violation	1) Failure to maintain complete documentation of hazardous waste determinations, 2) Failure to update the Notice of Registration (NOR), 3) Failure to demonstrate that all inspections were completed, 4) Failure to update facility permit tables.	\$0.00	Resolved w/o Penalty	2/15/2023	\$0.00
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*EA Number:*

*Description of Resolution:*

Provided information to TCEQ.

4/29/2021	US DOT	Warning Letter/Notice	Training records deviation.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

5/21/2021	TCEQ	Notice of Non-Compliance	1) Failure to provide adequate deviation descriptions, 2) Failure to authorize unit FU-2 in the Federal Operating Permit O-1566.	\$0.00	Pending	\$0.00
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*EA Number:* RN102184173      *Description of Resolution:*

6/23/2021	TCEQ	Notice of Violation	An opacity event on March 29, 2021 exceeded permit limits.	\$0.00	Resolved w/o Penalty	3/11/2022	\$0.00
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*EA Number:*      *Description of Resolution:* Submitted additional information concerning the opacity event.

8/23/2021	TCEQ	Notice of Violation	A reportable opacity event from March 2018 was cited in the Notice of Violation issued three years later.	\$0.00	Pending	\$0.00
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*EA Number:* 86719      *Description of Resolution:*

11/9/2021	TCEQ	Notice of Violation	1) Discharge exceedance of Total Suspended Solids (TSS) for 3/31/21 and 6/30/21, 2) Discharge exceedances of other materials between 7/2020 and 6/2021, 3) Failure to collect Total Organic and pH samples for the period ending 8/31/2020.	\$65,699.00	Pending	\$0.00
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*EA Number:* CCEDS Inv. No. 1756178      *Description of Resolution:*

1/25/2022	TCEQ	Notice of Violation	Failure to submit proof of publication notifications for a public water supply violation.	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

3/24/2022	TCEQ	Notice of Violation	1) Failure to prevent unauthorized discharges caused by mechanical failures, 2) Self-reported effluent exceedances.	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

3/29/2022	US EPA Region 6	Consent Administrative Order	Discharge exceedances of Silver, Cadmium, Zinc, Copper, Enterococci, Total Suspended Solids, Carbonaceous Biochemical Oxygen Demand, Biochemical Oxygen Demand, Oil and Grease, Total Organic Carbon, pH, and Whole Effluent Toxicity.	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

4/6/2022	TCEQ	Notice of Violation	1) Failure to submit a disinfectant level quarterly operating report for the fourth quarter 2021.	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

6/1/2022	TCEQ	Notice of Violation	Title V compliance inspection from March 2022. Found compliance certification and Title V deviation report was submitted outside the required 30 day window.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

5/12/2023	US EPA	Notice of Violation	Failure to submit manifests to the eManifest system and certify the submittal in a timely manner.	\$20,000.00	Resolved	6/26/2023	\$20,000.00
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*EA Number:*

*Description of Resolution:*

Paid a civil penalty.

6/1/2023	TCEQ	Notice of Violation	1) Failure to submit compliance certification on time 2) Failure to submit Permit Deviation report on time	\$0.00	Resolved	6/1/2023	\$0.00
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*EA Number:*

*Description of Resolution:*

Provided information to the agency.

*Facility*                      *Deer Trail*

<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>
8/18/2020	CDPHE	Warning Letter/Notice	Failing to follow permit requirements during a reaction in the treatment basin.	\$15,000.00	Resolved	4/9/2021	\$12,000.00

*EA Number:*

Consent No. 21-03-17-01

*Description of Resolution:*



2/28/2023	CDPHE	Notice of Non-Compliance	Incomplete inspection forms in July, August and September, 2022.	\$0.00	Resolved w/o Penalty	5/15/2023	\$0.00
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*EA Number:*

*Description of Resolution:*

Submitted training records and documented corrective actions to the agency.

*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>
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8/25/2020	ADEQ	Warning Letter/Notice	Discharge exceedance of the effluent limitation for Mercury at the 007 outfall during the 2nd Quarter of 2020.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

8/31/2020	US EPA	Warning Letter/Notice	Incineration of materials in violation of the prohibition on dilution of certain hazardous wastes by incineration.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

10/22/2020	ADEQ	Warning Letter/Notice	Mercury stormwater exceedance.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

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
		<b>EA Number:</b>	FRA No. ZCED 2020-1(HMT)	<b>Description of Resolution:</b>	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
		<b>EA Number:</b>	FRA No. ZCED 2020-2(HMT)	<b>Description of Resolution:</b>	Paid civil penalty.		
3/30/2021	ADEQ	Notice of Violation	1) Storage of rejected explosives while waiting to obtain transportation permits to remove them from the site.	\$0.00	Dismissed	5/25/2021	\$0.00
		<b>EA Number:</b>		<b>Description of Resolution:</b>	Arkansas DEQ withdrew the alleged violation due to extenuating circumstances.		
3/10/2022	Drug Enforcement Administration	Warning Letter/Notice	Failure to maintain an initial inventory.	\$0.00	Pending		\$0.00
		<b>EA Number:</b>		<b>Description of Resolution:</b>			

5/3/2022	ADEQ	Compliance Advisory	1) Failure to label containers with the date accumulation begins, 2) Failure to maintain adequate isle space, Failure to store incompatible wastes separately, 4) Failure to maintain stored containers closed, 5) Failure to mark Subpart BB equipment with an adequate tag, 6) Failure to maintain secondary containment without cracks.	\$0.00	Resolved w/o Penalty	6/22/2022	\$0.00
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*EA Number:* *Description of Resolution:* Provided written response to the agency.

4/18/2023	ADEQ	Notice of Violation	3 Frac tanks did not follow subpart J. 1 rail car not unloaded in 72 hours.	\$0.00	Pending		\$0.00
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*EA Number:* *Description of Resolution:*

5/2/2023	Arkansas Department of Health	Warning Letter/Notice	1) The SOP was not followed for radioactive screening and 2) the calibration for the Ludlum meter was expired.	\$0.00	Resolved w/o Penalty	5/17/2023	\$0.00
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*EA Number:* *Description of Resolution:* Provided documentation of corrective actions to the agency.

**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>
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1/27/2021	US EPA	Warning Letter/Notice	1) Failure to demonstrate reduced leachability after microencapsulation, 2) Failure to treat newly generated hazardous wastes to the Land Disposal Restriction (LDR) treatment standards.	\$0.00	Pending		\$0.00
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*EA Number:* *Description of Resolution:*

<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>
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8/31/2020	US EPA	Warning Letter/Notice	Incineration of materials in violation of the prohibition on dilution of certain hazardous wastes by incineration.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

9/25/2020	NDEE	Notice of Violation	1) Failure to date container with accumulation start date in 90 day area. 2) Failure to note discrepancies on copies of manifests received at the facility.	\$0.00	Resolved w/o Penalty	9/6/2021	\$0.00
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*EA Number:*

*Description of Resolution:*

Submitted documentation of corrective actions to the NDEE.

5/7/2021	NDEQ	Notice of Violation	Failure to store and accumulate containers in storage areas identified in Appendix II of the permit.	\$0.00	Resolved w/o Penalty	6/1/2021	\$0.00
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*EA Number:*

*Description of Resolution:*

Entered into an administrative consent order.

9/21/2021	NE DHHS	Warning Letter/Notice	1) Exceedance of acute total coliform in a water sample.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

5/20/2022	NDEP	Notice of Non-Compliance	1) A tanker with a partially open valve on its scrubber which caused a small leak on one of the containment pads, 2) A drum profiled as non-haz but with a tested pH over 12.5 that was not properly documented as off specification..	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

10/28/2022	DHSS	Notice of Violation	1) Failing to maintain training records for the person shipping a source material.	\$0.00	Resolved	2/23/2023	\$0.00
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*EA Number:*

*Description of Resolution:*

Provided a written response to the agency

3/29/2023	US EPA	Warning Letter/Notice	1) Failure to Adequately Manage Containers, 2) Failure to Minimize a Release of Hazardous Waste to the Environment, 3) Failure to Maintain Air Emission Controls in that during the inspection of the thermal oxidizer unit, four valves/pipe connections that contact hazardous waste were observed as not marked in a manner to distinguish readily from other pieces of equipment, 4) Failure to Operate Building/Area 50C as Tested as a T Enclosure, 5) Failure to Transfer Waste Within 10-Day Limit.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

4/25/2023	US EPA	Notice of Violation	1. Unable to determine whether substances present on dirt in west 10 day yard were hazardous. 2. 5 Container stored on-site for more than 365 days. 3. Area 25 containers not stored to prevent rupture- 2 drums in poor condition. 4. Area 25 containers and 90 day roll-off leaking. 5. Missing labels on two 90 day roll-offs. 6. Equipment not marked for Subpart BB in Area 50E wet solids and on TOU. 7. Truck to truck waste on-site for more than 10 days. 8. Fire extinguishers and water supply not present in 90 day area to fight roll-off fires.	\$361,364.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

*Facility*                      *LaPorte*

<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>
10/21/2020	TCEQ	Warning Letter/Notice	1) Failure to list off site disposal for a waste stream generated on site on the Notice of Registration (NOR).	\$0.00	Resolved w/o Penalty	10/21/2020	\$0.00

*EA Number:*

*Description of Resolution:*

Updated the NOR.

4/6/2023	TCEQ	Notice of Violation	1) Failure to update the Notice of Registration (NOR).	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

5/18/2023	US EPA	Notice of Violation	Failure to submit manifests to the eManifest system and certify the submittal in a timely manner.	\$8,750.00	Resolved	6/29/2023	\$8,750.00
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*EA Number:* *Description of Resolution:* Paid a civil penalty.

*Facility* *Phoenix*

<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>
10/22/2020	AZ DEQ	Notice of Non-Compliance	1) Failure to have a quick reference guide for the contingency plan, 2) containment coating needing repair, 3) two containers for the same waste in a satellite accumulation area, 4) Exceeding a 55 gallon drum equivalent of samples in an accumulation area, 5) Insufficient markings on a storage cabinet with aerosols, 6) A late partial closure report submittal.	\$0.00	Resolved w/o Penalty	11/22/2020	\$0.00

*EA Number:* *Description of Resolution:* Provided documentation of corrective actions.

12/15/2020	ADEQ	Notice of Violation	1) Failure to submit a discharge monitoring report on time.	\$0.00	Resolved w/o Penalty	12/15/2020	\$0.00
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*EA Number:* *Description of Resolution:* Submitted the report after the due date.

4/27/2021	City of Phoenix Fire Department	Notice of Non-Compliance	1) Exceeding the City's maximum allowable quantity of hazardous materials per control area. 2) Current NFPA 704 diamond is out of date and needs to be updated to reflect current material on site.	\$0.00	Resolved w/o Penalty	6/27/2021	\$0.00
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*EA Number:*

*Description of Resolution:*

Reinspection two months later and facility was deemed back in compliance.

*Facility*                      *San Jose*

<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>
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10/28/2020	City of San Jose	Warning Letter/Notice	Resetting a flow meter that should not be reset.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

1/27/2021	DTSC	Warning Letter/Notice	1) Failure to submit an adequate Corrective Measures Study Report and quarterly reports under the Corrective Action Consent Agreement.	\$0.00	Pending		\$0.00
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*EA Number:*

*Description of Resolution:*

3/9/2021	DTSC	Notice of Violation	Provided financial assurance with the incorrect amount because the figure was based on a permit modification that had not been approved.	\$0.00	Resolved w/o Penalty	3/26/2021	\$0.00
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*EA Number:*

*Description of Resolution:*

Provided revised financial assurance document.



3/23/2021	US EPA	Notice of Non-Compliance	1) Failure to replace tags on equipment in contact with organic hazardous waste, 2) failure to segregate incompatible material.	\$25,000.00	Resolved	9/29/2021	\$25,000.00
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*EA Number:* *Description of Resolution:* Entered into an administrative order.

1/13/2022	CA DTSC	Notice of Non-Compliance	Failure to notify DTSC permitting division that two tanks were out of service.	\$0.00	Pending		\$0.00
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*EA Number:* *Description of Resolution:*

*Facility* *Wilmington*

<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>
11/30/2020	DTSC	Notice of Non-Compliance	1) Failure to maintain an eyewash with adequate water pressure. 2) failure to transfer hazardous waste from a compromised container.	\$0.00	Resolved w/o Penalty	12/8/2020	\$0.00

*EA Number:* *Description of Resolution:* Corrected immediately after inspection. Reported to DTSC.

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
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*EA Number:* RCRA-09-2022-00073 *Description of Resolution:* Entered into a consent order and paid the civil penalty.

12/9/2021	DTSC	Notice of Non-Compliance	1) Failure to maintain adequate isle space in a storage area, 2) Failure to properly label a roll off container, 3) An eyewash station had low water pressure, 4) Containers stages in the roll off storage area without DTSC authorization.	\$0.00	Pending	\$0.00
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*EA Number:*

*Description of Resolution:*

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

ALL SAFE INC

915 WASHINGTON AVE N, MINNEAPOLIS, MN 55401

FRS (Facility Registry Service) ID: 110003887296

EPA Region: 05

Latitude: 44.98996

Longitude: -93.28001

Locational Data Source: FRS

Industries: Merchant Wholesalers, Durable Goods

Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active  
VSQG, (MNR000001164)

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI):  
No Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110003887296</a>					N	44.98996	-93.28001
RCRAInfo	RCRA	MNR000001164	VSQG	Active (H )			N	44.989635	-93.280022

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110003887296</a>	ALL SAFE INC	915 WASHINGTON AVE N, MINNEAPOLIS, MN 55401	Hennepin County
RCRAInfo	RCRA	MNR000001164	ALL SAFE INC	915 WASHINGTON AVE N, MINNEAPOLIS, MN 55401	Hennepin County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
No data records returned			

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	MNR000001164	42399	Other Miscellaneous Durable Goods Merchant Wholesalers
RCRAInfo	MNR000001164	54138	Testing Laboratories and Services

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community of Minnesota	100000269	18.06
Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community of Minnesota	100000269	17.05

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
No data records returned							

Entries in italics are not counted as EPA official inspections.

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	MNR000001164	No	08/05/2023	0	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA	(Source ID: MNR000001164)	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
Facility-Level Status		No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
Violation		Agency											

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
No data records returned					

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
No data records returned															

# Environmental Conditions

## Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
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No data records returned

## Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	No	--	No	--
Lead	No	--	No	--
Particulate Matter	No	--	No	--
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
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No data records returned

[DMR and TRI Multi-Year Loading Report](#)

## CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

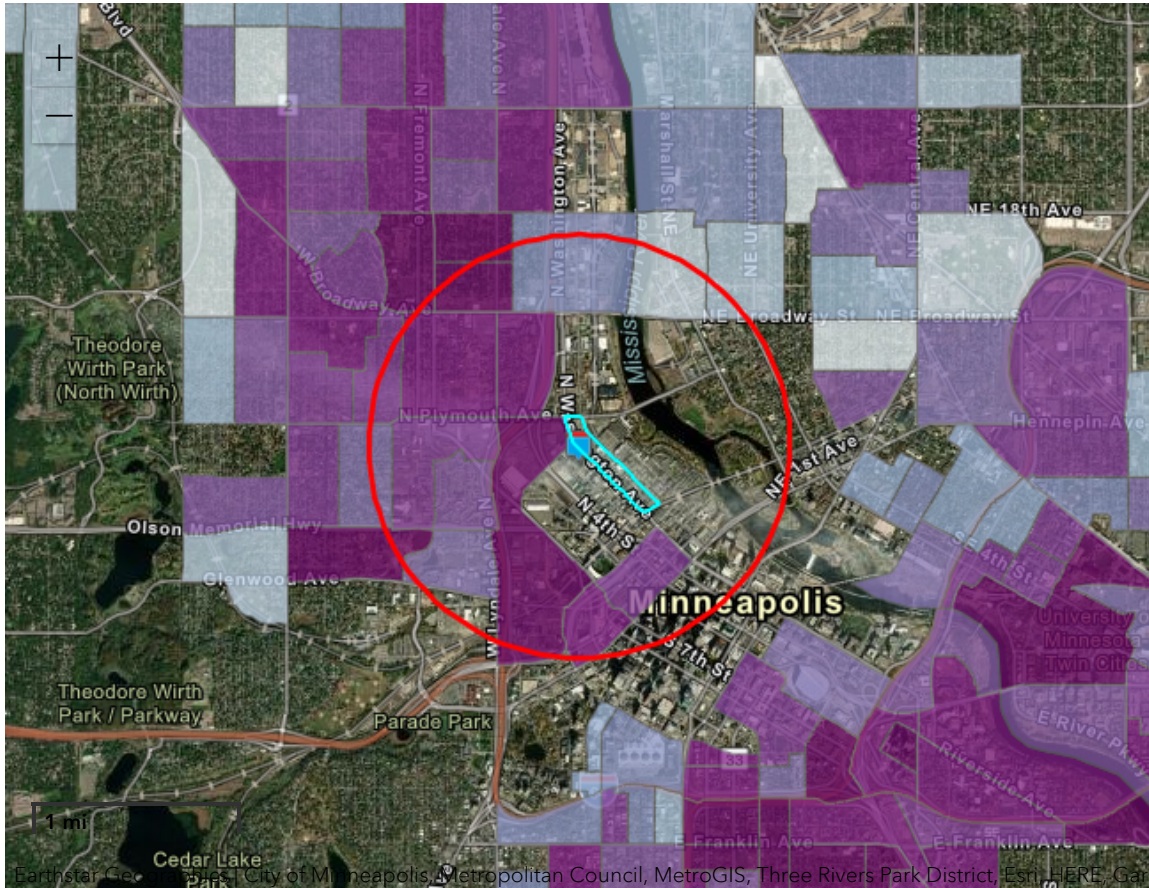
[EJScreen Community Report](#)

#### Download Data

Census Block Group ID: 270531262022	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	0	13

Census Block Group ID: 270531262022	US (Percentile)	92
Ozone	5	86
Diesel Particulate Matter	9	99
Air Toxics Cancer Risk	18	94
Air Toxics Respiratory Hazard Index	25	99
Toxic Releases to Air	7	99
Traffic Proximity	10	99
Lead Paint	0	99
Risk Management Plan (RMP) Facility Proximity	9	99
Hazardous Waste Proximity	9	99
Superfund Proximity	9	99
Underground Storage Tanks (UST)	0	99
Wastewater Discharge	10	97

○ Facility 1-mile Radius    □ Facility Census Block Group



### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	16,135
Population Density	5,517/sq.mi.
Housing Units in Area	8,651

General Statistics (ACS (American Community Survey))	
Total Persons	22,184
Percent People of Color	49%
Households in Area	11,655
Households on Public Assistance	732
Persons With Low Income	7,319
Percent With Low Income	34%

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	1,214 (8%)
Minors 17 years and younger	3,222 (20%)
Adults 18 years and older	12,913 (80%)
Seniors 65 years and older	1,366 (8%)

Race Breakdown (U.S. Census) - Persons (%)	
White	7,855 (49%)
African-American	5,428 (34%)
Hispanic-Origin	1,176 (7%)
Asian/Pacific Islander	1,529 (9%)
American Indian	184 (1%)

Geography	
Radius of Selected Area	1 mi.
Center Latitude	44.98996
Center Longitude	-93.28001
Land Area	94%
Water Area	7%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	1,648 (14.14%)
\$15,000 - \$25,000	660 (5.66%)
\$25,000 - \$50,000	1,242 (10.66%)
\$50,000 - \$75,000	1,818 (15.6%)
Greater than \$75,000	6,283 (53.93%)

Race Breakdown (U.S. Census) - Persons (%)	
Other/Multiracial	1,140 (7%)
Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	527 (3.15%)
9th through 12th Grade	640 (3.83%)
High School Diploma	2,285 (13.67%)
Some College/2-year	2,782 (16.64%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	9,695 (57.99%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

BATTERY SOLUTIONS INC

2618 N OGDEN RD, MESA, AZ 85215

FRS (Facility Registry Service) ID: 110032729322

EPA Region: 09

Latitude: 33.463629

Longitude: -111.73898

Locational Data Source: FRS

Industries: Merchant Wholesalers, Durable Goods

Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active  
Other, (AZR000504902)

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI):  
No Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110032729322</a>					N	33.463629	-111.73898
RCRAInfo	RCRA	AZR000504902	Other	Active (H)			N	33.464244	-111.739564



## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<u>110032729322</u>	BATTERY SOLUTIONS INC	2618 N OGDEN RD, MESA, AZ 85215	Maricopa County
RCRAInfo	RCRA	AZR000504902	BATTERY SOLUTIONS INC	2618 N OGDEN RD, MESA, AZ 85215	Maricopa County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	AZR000504902	42393	Recyclable Material Merchant Wholesalers
RCRAInfo	AZR000504902	562119	Other Waste Collection

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
Fort McDowell Yavapai Nation Reservation	Fort McDowell Yavapai Nation, Arizona	100000090	7.15
Gila River Indian Reservation	Gila River Indian Community of the Gila River Indian Reservation, Arizona	100000093	14.89
Salt River Reservation	Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona	100000252	1.3

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
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No data records returned

*Entries in italics are not counted as EPA official inspections.*

### Compliance Summary Data

Statute	Source ID	Current <u>SNC (Significant Noncompliance)/HPV (High Priority Violation)</u>	Current As Of	Qtrs with <u>NC (Noncompliance)</u> (of 12)	Data Last Refreshed
RCRA	AZR000504902	No	08/05/2023	0	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA	(Source ID: AZR000504902)	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
	Violation												
	Agency												

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

# Environmental Conditions

## Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
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No data records returned

## Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	8-Hour Ozone (2008); 8-Hour Ozone (2015)	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997)
Lead	No	--	No	--
Particulate Matter	Yes	PM-10 (1987)	No	--
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

## CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

[DMR and TRI Multi-Year Loading Report](#)

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

[EJScreen Community Report](#)

#### Download Data

Census Block Group ID: 040134203041	US (Percentile)
Supplemental Indexes	Facility Census Block Group 1-mile Max

Census Block Group ID: 040134203041	US (Percentile)	
Count of Indexes At or Above 80th Percentile	0	2
Particulate Matter 2.5	5	12
Ozone	38	80
Diesel Particulate Matter	31	70
Air Toxics Cancer Risk	51	86
Air Toxics Respiratory Hazard Index	44	76
Toxic Releases to Air	20	54
Traffic Proximity	22	61
Lead Paint	0	25
Risk Management Plan (RMP) Facility Proximity	34	72
Hazardous Waste Proximity	31	64
Superfund Proximity	21	61
Underground Storage Tanks (UST)	24	58
Wastewater Discharge	32	65

Facility 1-mile Radius  Facility Census Block Group



300 mi



Earthstar Geographics

Powered by Esri

### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	1,265
Population Density	406/sq.mi.
Housing Units in Area	428

General Statistics (ACS (American Community Survey))	
Total Persons	2,024
Percent People of Color	17%
Households in Area	848
Households on Public Assistance	0

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	49 (4%)
Minors 17 years and younger	321 (25%)
Adults 18 years and older	943 (75%)
Seniors 65 years and older	189 (15%)

Race Breakdown (U.S. Census) - Persons (%)	
White	1,169 (92%)
African-American	4 (0%)
Hispanic-Origin	78 (6%)

<b>General Statistics (ACS (American Community Survey))</b>	
Persons With Low Income	289
Percent With Low Income	14%
<b>Geography</b>	
Radius of Selected Area	1 mi.
Center Latitude	33.463629
Center Longitude	-111.73898
Land Area	100%
Water Area	0%

<b>Income Breakdown (ACS (American Community Survey)) - Households (%)</b>	
Less than \$15,000	42 (4.98%)
\$15,000 - \$25,000	46 (5.45%)
\$25,000 - \$50,000	169 (20.02%)
\$50,000 - \$75,000	112 (13.27%)
Greater than \$75,000	475 (56.28%)

<b>Race Breakdown (U.S. Census) - Persons (%)</b>	
Asian/Pacific Islander	51 (4%)
American Indian	8 (1%)
Other/Multiracial	32 (3%)
<b>Education Level (Persons 25 &amp; older) (ACS (American Community Survey)) - Persons (%)</b>	
Less than 9th Grade	13 (.82%)
9th through 12th Grade	53 (3.34%)
High School Diploma	312 (19.66%)
Some College/2-year	430 (27.1%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	627 (39.51%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

BETHLEHEM APPARATUS CO INC

935 BETHLEHEM DRIVE, BETHLEHEM, PA 18017

FRS (Facility Registry Service) ID: 110000618528

EPA Region: 03

Latitude: 40.62628

Longitude: -75.35456

Locational Data Source: FRS

Industries: Chemical Manufacturing

Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	12
Date of Last Compliance Monitoring Activity	07/12/2022
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	1
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	2
Formal Enforcement Actions (5 years)	1
Penalties from Formal Enforcement Actions (5 years)	\$8,000
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active LQG,  
Operating TSDF, Transporter, (PA0000453084)

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI): No  
Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110000618528</a>					N	40.62628	-75.35456
RCRAInfo	RCRA	PA0000453084	LQG, Operating TSDF, Transporter	Active (HP S)			N	40.625992	-75.354873
TSCA	TSCA	100604859					N	40.62692	-75.35461
TSCA	TSCA	TSCA8197					N		

### Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110000618528</a>	BETHLEHEM APPARATUS CO INC	935 BETHLEHEM DRIVE, BETHLEHEM, PA 18017	Northampton County
RCRAInfo	RCRA	PA0000453084	BETHLEHEM APPARATUS CO INC	935 BETHLEHEM DR, BETHLEHEM, PA 18017	Northampton County
TSCA	TSCA	100604859	BETHLEHEM APPARATUS BETHLEHEM PLT	935 BETHLEHEM DRIVE, BETHLEHEM, PA 18017	
TSCA	TSCA	TSCA8197	BETHLEHEM APPARATUS BETHLEHEM PLT	935 BETHLEHEM DRIVE, BETHLEHEM, PA 18017	

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	PA0000453084	325180	Other Basic Inorganic Chemical Manufacturing
RCRAInfo	PA0000453084	331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
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No data records returned

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	07/12/2022	Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	07/12/2022	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	07/12/2022	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	09/08/2021	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	09/08/2021	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	09/08/2021	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	06/17/2019	Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	06/17/2019	Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	06/17/2019	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	08/22/2018	Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	08/22/2018	No Violations Or Compliance Issues Were Found
RCRA	PA0000453084	RCRAInfo		Compliance Evaluation Inspection	State	08/22/2018	No Violations Or Compliance Issues Were Found

Entries in italics are not counted as EPA official inspections.

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	PA0000453084	No	08/05/2023	1	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA	(Source ID: PA0000453084)	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
	Violation	Agency											
RCRA	264.I: TSD - Container Use and Management	PA											
									07/12/2022-07/12/2022				

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
RCRA	RCRAInfo	PA0000453084	WRITTEN INFORMAL	State	07/18/2019
RCRA	RCRAInfo	PA0000453084	WRITTEN INFORMAL	State	09/27/2018

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
RCRA	RCRAInfo	--	RCRAINFO/PA0000453084	CONSENT ASSESSMENT OF CIVIL PENALTY	--	State	--	--	1	12/20/2019	\$0	\$8,000	--	--	--

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
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No data records returned

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (2008)	No	--
Lead	No	--	No	--
Particulate Matter	No	--	Yes	PM-2.5 (2006)
Carbon Monoxide	No	--	No	--
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

[DMR and TRI Multi-Year Loading Report](#)

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

[EJScreen Community Report](#)

#### Download Data

Facility 1-mile Radius  Facility Census Block Group

Census Block Group ID: 420950105004	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	13	13
Particulate Matter 2.5	98	98
Ozone	98	98
Diesel Particulate Matter	97	97
Air Toxics Cancer Risk	94	94
Air Toxics Respiratory Hazard Index	99	99
Toxic Releases to Air	99	99
Traffic Proximity	99	99
Lead Paint	99	99
Risk Management Plan (RMP) Facility Proximity	99	99
Hazardous Waste Proximity	99	99
Superfund Proximity	99	99
Underground Storage Tanks (UST)	99	99
Wastewater Discharge	99	99





## Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	15,779
Population Density	5,214/sq.mi.
Housing Units in Area	6,645

General Statistics (ACS (American Community Survey))	
Total Persons	15,512
Percent People of Color	53%
Households in Area	6,492
Households on Public Assistance	585
Persons With Low Income	5,441
Percent With Low Income	35%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	40.62628
Center Longitude	-75.35456
Land Area	97%
Water Area	3%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	891 (13.72%)
\$15,000 - \$25,000	529 (8.15%)
\$25,000 - \$50,000	1,524 (23.47%)
\$50,000 - \$75,000	1,032 (15.89%)
Greater than \$75,000	2,518 (38.77%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	1,177 (7%)
Minors 17 years and younger	3,911 (25%)
Adults 18 years and older	11,868 (75%)
Seniors 65 years and older	2,667 (17%)

Race Breakdown (U.S. Census) - Persons (%)	
White	11,476 (73%)
African-American	1,350 (9%)
Hispanic-Origin	4,996 (32%)
Asian/Pacific Islander	161 (1%)
American Indian	66 (0%)
Other/Multiracial	2,726 (17%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	716 (6.59%)
9th through 12th Grade	1,255 (11.55%)
High School Diploma	3,880 (35.71%)
Some College/2-year	1,729 (15.91%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	2,249 (20.7%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)



# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

CURIE ENVIRONMENTAL SERVICES LLC

4020 VASSAR DRIVE NE SUITE D, ALBUQUERQUE, NM 87107

FRS (Facility Registry Service) ID: 110042430410

EPA Region: 06

Latitude: 35.12707

Longitude: -106.61507

Locational Data Source: FRS

Industries: Professional, Scientific, and Technical Services

Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	01/13/2011
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active  
Transporter, (NMR000015859)

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI):  
No Information

# Facility/System Characteristics

## Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110042430410</a>					N	35.12707	-106.61507
RCRAInfo	RCRA	NMR000015859	Transporter	Active (H)			N	35.126923	-106.615067

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110042430410</a>	CURIE ENVIRONMENTAL SERVICES LLC	4020 VASSAR DRIVE NE SUITE D, ALBUQUERQUE, NM 87107	Bernalillo County
RCRAInfo	RCRA	NMR000015859	CURIE ENVIRONMENTAL SERVICES LLC	4020 VASSAR DRIVE NE SUITE D, ALBUQUERQUE, NM 87107	Bernalillo County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	NMR000015859	54199	All Other Professional, Scientific, and Technical Services
RCRAInfo	NMR000015859	562112	Hazardous Waste Collection

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
Navajo Nation Reservation	Navajo Nation, Arizona, New Mexico, & Utah	100000171	18.61
Isleta Pueblo	Pueblo of Isleta, New Mexico	100000215	12.43
Laguna Pueblo	Pueblo of Laguna, New Mexico	100000216	18.38
Laguna Pueblo	Pueblo of Laguna, New Mexico	100000216	18.88
San Felipe Pueblo	Pueblo of San Felipe, New Mexico	100000220	17.65
San Felipe Pueblo/Santa Ana Pueblo joint-use area	Pueblo of San Felipe, New Mexico	100000220	17.05
Sandia Pueblo	Pueblo of Sandia, New Mexico	100000222	5.38
Santa Ana Pueblo	Pueblo of Santa Ana, New Mexico	100000223	13.99
San Felipe Pueblo/Santa Ana Pueblo joint-use area	Pueblo of Santa Ana, New Mexico	100000223	17.05
Zia Pueblo	Pueblo of Zia, New Mexico	100000227	18.6

# Enforcement and Compliance

Compliance Monitoring History Last 5 Years ▼

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
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No data records returned

*Entries in italics are not counted as EPA official inspections.*

## Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	NMR000015859	No	08/12/2023	0	08/11/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA (Source ID: NMR000015859)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
Facility-Level Status		No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
Violation		Agency											

Informal Enforcement Actions

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

Formal Enforcement Actions

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

### Environmental Conditions

#### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
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No data records returned

#### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

#### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	No	--	No	--
Lead	No	--	No	--
Particulate Matter	No	--	No	--
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

### Pollutants

#### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

## Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name

No data records returned

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

[DMR and TRI Multi-Year Loading Report](#)

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

#### Related Reports

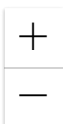
[EJScreen Community Report](#)

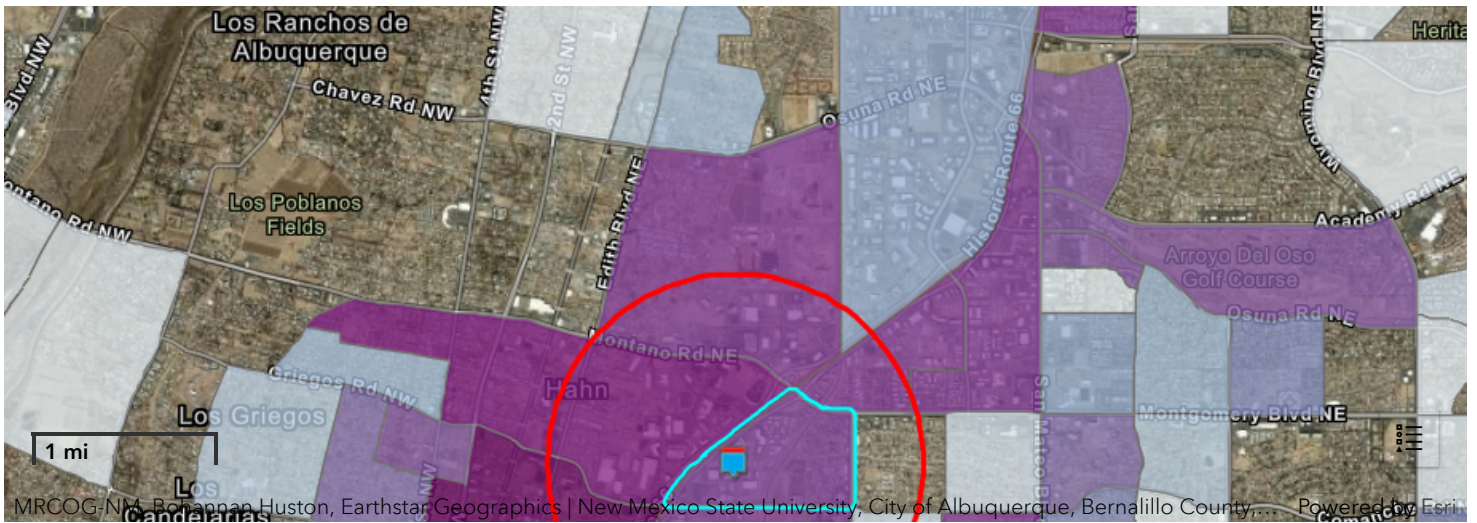
Compare to  US  State  
 Index Type  Environmental Justice  Supplemental

#### Download Data

Census Block Group ID: 350010034003	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	9	11
Particulate Matter 2.5	22	39
Ozone	90	98
Diesel Particulate Matter	92	99
Air Toxics Cancer Risk	75	91
Air Toxics Respiratory Hazard Index	89	98
Toxic Releases to Air	29	50
Traffic Proximity	91	98
Lead Paint	63	94
Risk Management Plan (RMP) Facility Proximity	89	99
Hazardous Waste Proximity	88	98
Superfund Proximity	90	99
Underground Storage Tanks (UST)	88	99
Wastewater Discharge	90	99

Facility 1-mile Radius  Facility Census Block Group





### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA’s spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	8,359
Population Density	2,649/sq.mi.
Housing Units in Area	3,844

General Statistics (ACS (American Community Survey))	
Total Persons	8,296
Percent People of Color	67%
Households in Area	3,561
Households on Public Assistance	155
Persons With Low Income	4,168
Percent With Low Income	52%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	35.12707
Center Longitude	-106.61507
Land Area	99%
Water Area	1%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	774 (21.74%)
\$15,000 - \$25,000	406 (11.4%)
\$25,000 - \$50,000	1,150 (32.29%)
\$50,000 - \$75,000	498 (13.98%)
Greater than \$75,000	733 (20.58%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	796 (10%)
Minors 17 years and younger	2,381 (28%)
Adults 18 years and older	5,978 (72%)
Seniors 65 years and older	697 (8%)

Race Breakdown (U.S. Census) - Persons (%)	
White	4,308 (52%)
African-American	321 (4%)
Hispanic-Origin	4,616 (55%)
Asian/Pacific Islander	112 (1%)
American Indian	982 (12%)
Other/Multiracial	2,635 (32%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	185 (3.26%)
9th through 12th Grade	819 (14.45%)
High School Diploma	1,325 (23.38%)
Some College/2-year	1,838 (32.43%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	1,119 (19.75%)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

DEMENNO KERDOON FACILITY

2000 NORTH ALAMEDA STREET, COMPTON, CA 90222

FRS (Facility Registry Service) ID: 110070094849

EPA Region: 09

Latitude: 33.91027

Longitude: -118.2214

Locational Data Source: NPDES

Industries: --

Indian Country: N

### Enforcement and Compliance Summary

Statute	CWA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): Minor, Permit Expired (CAZ459757)

Resource Conservation and Recovery Act (RCRA): No Information

Safe Drinking Water Act (SDWA): No Information

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110070094849</a>					N	33.91027	-118.2214
ICIS-NPDES	CWA	CAZ459757	Minor: General Permit Covered Facility	Expired	Industrial Stormwater	06/30/2020	N	33.91027	-118.2214

### Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110070094849</a>	DEMENNO KERDOON FACILITY	2000 NORTH ALAMEDA STREET, COMPTON, CA 90222	

System	Statute	Identifier	Facility Name	Facility Address	Facility County
ICIS-NPDES	CWA	CAZ459757	DEMENNO KERDOON FACILITY	2000 NORTH ALAMEDA STREET, COMPTON, CA 90222	

### Facility SIC (Standard Industrial Classification) Codes

### Facility NAICS (North American Industry Classification System) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

System	Identifier	NAICS Code	NAICS Description
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No data records returned

### Facility Industrial Effluent Guidelines

### Facility Tribe Information

Identifier	Effluent Guideline (40 CFR Part)	Effluent Guideline Description
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No data records returned

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
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No data records returned

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
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No data records returned

*Entries in italics are not counted as EPA official inspections.*

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
CWA	CAZ459757	No	03/31/2023	0	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13+
CWA	(Source ID: CAZ459757)	04/01-06/30/20	07/01-09/30/20	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-08/04/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Undetermined
	Quarterly Noncompliance Report History													

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
180701050402	Compton Creek-Los Angeles River	--	No	No	--	Yes

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
CA	2022	<a href="#">CAR4051501020110225144256</a>	Compton Creek, unnamed tributary at Santa Fe Rd	Unknown	--	--	Insufficient Information	--	--	--

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	Yes	Lead (2008)	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
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No data records returned

[DMR and TRI Multi-Year Loading Report](#)

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

[EJScreen Community Report](#)

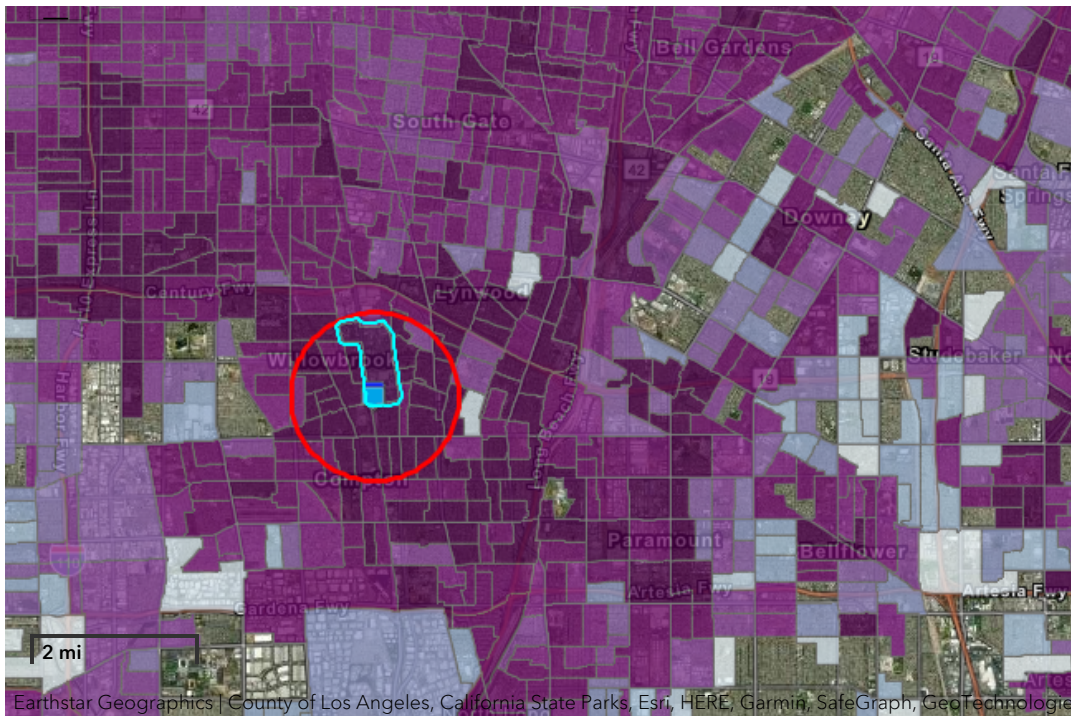
#### Download Data

Census Block Group ID: 060375416031	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	13	13
Particulate Matter 2.5	99	99
Ozone	88	94
Diesel Particulate Matter	98	99
Air Toxics Cancer Risk	89	93
Air Toxics Respiratory Hazard Index	97	99
Toxic Releases to Air	98	99
Traffic Proximity	98	98
Lead Paint	89	99
Risk Management Plan (RMP) Facility Proximity	95	97
Hazardous Waste Proximity	99	99
Superfund Proximity	98	99
Underground Storage Tanks (UST)	96	99
Wastewater Discharge	96	98

Facility 1-mile Radius  Facility Census Block Group







### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	51,726
Population Density	16,576/sq.mi.
Housing Units in Area	11,984

General Statistics (ACS (American Community Survey))	
Total Persons	49,864
Percent People of Color	99%
Households in Area	12,284
Households on Public Assistance	1,181
Persons With Low Income	25,898
Percent With Low Income	53%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	33.91027
Center Longitude	-118.2214
Land Area	100%
Water Area	0%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	1,573 (12.81%)
\$15,000 - \$25,000	1,148 (9.35%)
\$25,000 - \$50,000	3,121 (25.41%)
\$50,000 - \$75,000	2,140 (17.42%)
Greater than \$75,000	4,301 (35.02%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	5,368 (10%)
Minors 17 years and younger	18,530 (36%)
Adults 18 years and older	33,196 (64%)
Seniors 65 years and older	2,621 (5%)

Race Breakdown (U.S. Census) - Persons (%)	
White	17,485 (34%)
African-American	9,092 (18%)
Hispanic-Origin	41,902 (81%)
Asian/Pacific Islander	311 (1%)
American Indian	405 (1%)
Other/Multiracial	24,434 (47%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	7,768 (26.14%)
9th through 12th Grade	5,044 (16.97%)
High School Diploma	8,703 (29.29%)
Some College/2-year	4,926 (16.58%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	2,059 (6.93%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

ELECTRONICS RECYCLERS INTERNATIONAL INC

3243 S EAST AVE, STES 104 & 108, FRESNO, CA 93706

FRS (Facility Registry Service) ID: 110058349700

EPA Region: 09

Latitude: 36.690004

Longitude: -119.772729

Locational Data Source: EIS

Industries: Wholesale Trade Agents and Brokers

Indian Country: N

### Enforcement and Compliance Summary

Statute	CAA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	--
Qtrs in Noncompliance (of 12)	--
Qtrs with Significant Violation	--
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): No Information

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): 15818211

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI): No Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110058349700</a>					N	36.690004	-119.772729
EIS	CAA	15818211					N	36.690004	-119.772729

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110058349700</a>	ELECTRONICS RECYCLERS INTERNATIONAL INC	3243 S EAST AVE, STES 104 & 108, FRESNO, CA 93706	Fresno County
EIS	CAA	15818211	ELECTRONICS RECYCLERS INTERNATIONAL INC	3243 S EAST AVE, STES 104 & 108, FRESNO, CA 93706	Fresno County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
No data records returned			

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
EIS	15818211	425110	Business to Business Electronic Markets

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
No data records returned			

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
No data records returned							

Entries in italics are not counted as EPA official inspections.

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
No data records returned					

### Three-Year Compliance History by Quarter

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
No data records returned					

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
No data records returned															

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
No data records returned						

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
No data records returned										

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	No	--	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

[Air Pollutant Report](#)

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

[DMR and TRI Multi-Year Loading Report](#)

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

#### Related Reports

Compare to  US  State

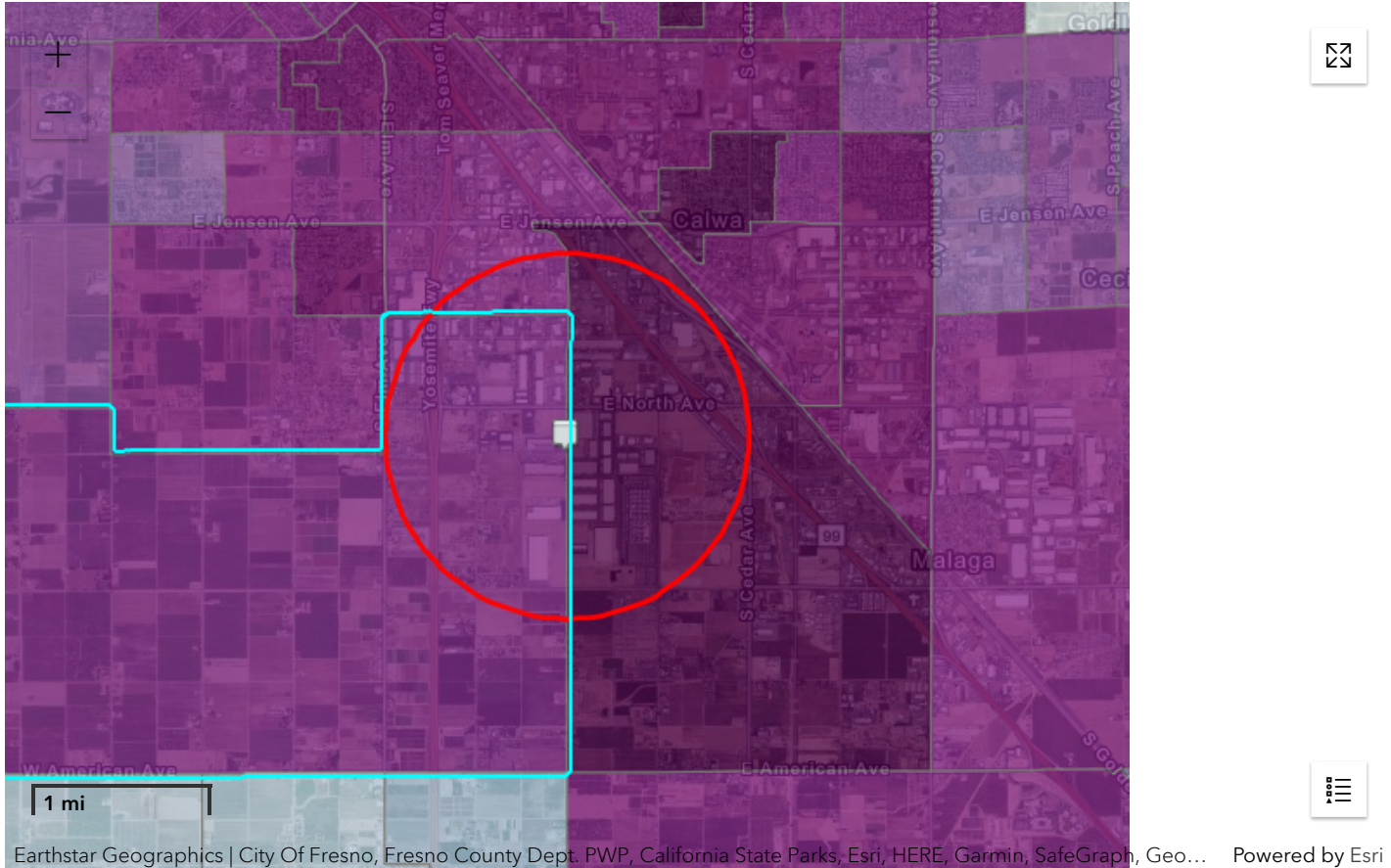
Index Type  Environmental Justice  Supplemental

[EJScreen Community Report](#)

### Download Data

Census Block Group ID: 060190018001	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	12	12
Particulate Matter 2.5	98	99
Ozone	98	99
Diesel Particulate Matter	83	97
Air Toxics Cancer Risk	85	99
Air Toxics Respiratory Hazard Index	95	98
Toxic Releases to Air	93	97
Traffic Proximity	81	99
Lead Paint	92	98
Risk Management Plan (RMP) Facility Proximity	97	99
Hazardous Waste Proximity	94	99
Superfund Proximity	97	99
Underground Storage Tanks (UST)	0	85
Wastewater Discharge	96	97

○ Facility 1-mile Radius    □ Facility Census Block Group



### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA’s spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	471
Population Density	149/sq.mi.
Housing Units in Area	138

General Statistics (ACS (American Community Survey))	
Total Persons	669
Percent People of Color	87%
Households in Area	173
Households on Public Assistance	29
Persons With Low Income	406
Percent With Low Income	61%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	36.690004
Center Longitude	-119.772729
Land Area	100%
Water Area	0%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	13 (7.51%)
\$15,000 - \$25,000	21 (12.14%)
\$25,000 - \$50,000	51 (29.48%)
\$50,000 - \$75,000	49 (28.32%)
Greater than \$75,000	39 (22.54%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	43 (9%)
Minors 17 years and younger	154 (33%)
Adults 18 years and older	317 (67%)
Seniors 65 years and older	39 (8%)

Race Breakdown (U.S. Census) - Persons (%)	
White	236 (50%)
African-American	11 (2%)
Hispanic-Origin	348 (74%)
Asian/Pacific Islander	24 (5%)
American Indian	11 (2%)
Other/Multiracial	190 (40%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	84 (21.71%)
9th through 12th Grade	73 (18.86%)
High School Diploma	87 (22.48%)
Some College/2-year	94 (24.29%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	30 (7.75%)

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LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

#### FILTER RECYCLING SERVICES

180 W MONTE AVE, BLOOMINGTON, CA 92316

FRS (Facility Registry Service) ID: 110033205234

EPA Region: 09

Latitude: 34.06094

Longitude: -117.37187

Locational Data Source: FRS

Industries: Waste Management and Remediation Services

Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	3
Date of Last Compliance Monitoring Activity	06/02/2023
Compliance Status	Violation
Qtrs in Noncompliance (of 12)	2
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	6
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active  
SQG, Transporter, (CAD982444481)

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI):  
No Information

# Facility/System Characteristics

## Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110033205234</a>					N	34.06094	-117.37187
RCRAInfo	RCRA	CAD982444481	SQG, Transporter	Active (H )			N	34.061024	-117.371065

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110033205234</a>	FILTER RECYCLING SERVICES	180 W MONTE AVE, BLOOMINGTON, CA 92316	San Bernardino County
RCRAInfo	RCRA	CAD982444481	HAZMAT TSDF INC, FORMER FILTER RECYCLING SERVICES INC	180 WEST MONTE AVENUE, RIALTO, CA 92316	San Bernardino County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	CAD982444481	562119	Other Waste Collection
RCRAInfo	CAD982444481	562219	Other Nonhazardous Waste Treatment and Disposal

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
San Manuel Reservation	San Manuel Band of Mission Indians, California	100000256	10.19
San Manuel Reservation	San Manuel Band of Mission Indians, California	100000256	10.13

# Enforcement and Compliance

## Compliance Monitoring History Last 5 Years ▾

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
<i>RCRA</i>	<i>CAD982444481</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>06/27/2023</i>	<i>Violations Or Compliance Issues Were Found</i>
RCRA	CAD982444481	RCRAInfo		Compliance Evaluation Inspection	State	06/02/2023	No Violations Or Compliance Issues Were Found
<i>RCRA</i>	<i>CAD982444481</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>07/13/2021</i>	<i>No Violations Or Compliance Issues Were Found</i>
RCRA	CAD982444481	RCRAInfo		Compliance Evaluation Inspection	State	06/21/2021	No Violations Or Compliance Issues Were Found
<i>RCRA</i>	<i>CAD982444481</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>06/26/2019</i>	<i>Violations Or Compliance Issues Were Found</i>
RCRA	CAD982444481	RCRAInfo		Compliance Evaluation Inspection	State	06/18/2019	Violations Or Compliance Issues Were Found

Entries in italics are not counted as EPA official inspections.

## Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	CAD982444481	No	08/12/2023	2	08/11/2023

## Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA	(Source ID: CAD982444481)	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23



Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
	<b>Facility-Level Status</b>	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Violation Identified	Violation
	<b>Violation</b>	<b>Agency</b>											
RCRA	XXS: State Statute or Regulation	CA										06/27/2023	→
RCRA	XXS: State Statute or Regulation	CA										06/27/2023	→

**Informal Enforcement Actions** Last 5 Years ▾

Statute	System	Source ID	Type of Action	Lead Agency	Date
RCRA	RCRAInfo	CAD982444481	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	06/27/2023
RCRA	RCRAInfo	CAD982444481	WRITTEN INFORMAL	State	06/27/2023
RCRA	RCRAInfo	CAD982444481	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	08/07/2019
RCRA	RCRAInfo	CAD982444481	WRITTEN INFORMAL	State	06/26/2019
RCRA	RCRAInfo	CAD982444481	WRITTEN INFORMAL	State	06/26/2019
RCRA	RCRAInfo	CAD982444481	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	06/26/2019

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

**Formal Enforcement Actions** Last 5 Years ▾

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
--	---	---	---------------------------------	--------------------------------------	--	---

No data records returned

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
-------	--------------	--------------------	----------------------	-----------------	-----------------------	--------------------	--------------	----------------------	----------------	-----------

No data records returned

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	No	--	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

## Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
-----------------	------	---------------------	--------------------------	--	------------------------	------------------	------------------------	--------------------------

No data records returned

## Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

[DMR and TRI Multi-Year Loading Report](#)

## CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

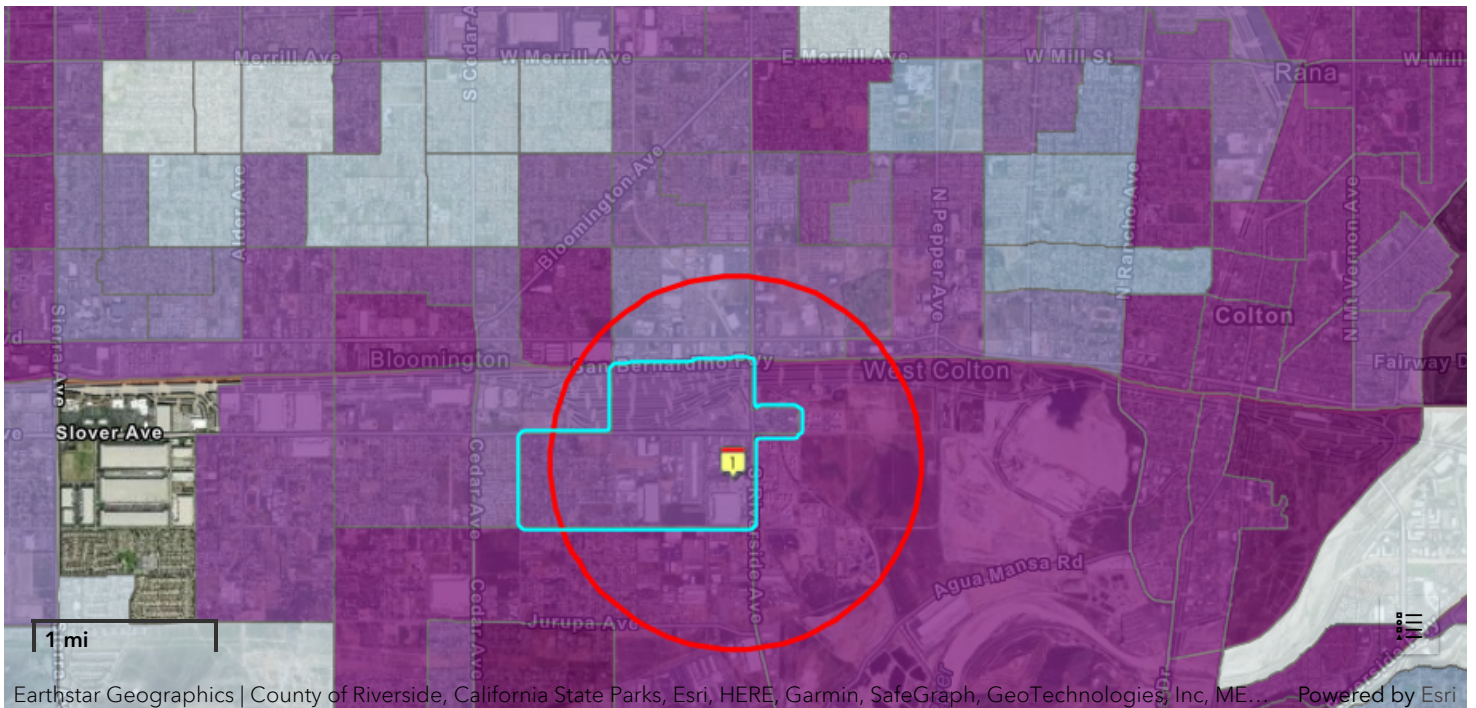
[EJScreen Community Report](#)

### Download Data

Census Block Group ID: 060710040043	US (Percentile)	
	Facility Census Block Group	1-mile Max
Supplemental Indexes		
Count of Indexes At or Above 80th Percentile	9	11
Particulate Matter 2.5	91	98
Ozone	92	98
Diesel Particulate Matter	88	97
Air Toxics Cancer Risk	93	98
Air Toxics Respiratory Hazard Index	87	98
Toxic Releases to Air	72	80
Traffic Proximity	62	96
Lead Paint	60	84
Risk Management Plan (RMP) Facility Proximity	87	97
Hazardous Waste Proximity	89	97
Superfund Proximity	84	93
Underground Storage Tanks (UST)	0	52
Wastewater Discharge	91	95

Facility 1-mile Radius  Facility Census Block Group





### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)		Age Breakdown (U.S. Census) - Persons (%)	
Total Persons	1,405	Children 5 years and younger	94 (7%)
Population Density	446/sq.mi.	Minors 17 years and younger	392 (28%)
Housing Units in Area	376	Adults 18 years and older	1,013 (72%)
		Seniors 65 years and older	189 (13%)
General Statistics (ACS (American Community Survey))		Race Breakdown (U.S. Census) - Persons (%)	
Total Persons	4,650	White	878 (62%)
Percent People of Color	86%	African-American	40 (3%)
Households in Area	1,147	Hispanic-Origin	947 (67%)
Households on Public Assistance	47	Asian/Pacific Islander	9 (1%)
Persons With Low Income	1,439	American Indian	14 (1%)
Percent With Low Income	32%	Other/Multiracial	464 (33%)
Geography		Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Radius of Selected Area	1 mi.	Less than 9th Grade	488 (17%)
Center Latitude	34.06094	9th through 12th Grade	629 (21.92%)
Center Longitude	-117.37187	High School Diploma	718 (25.02%)
Land Area	100%	Some College/2-year	531 (18.5%)
Water Area	0%	B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	284 (9.9%)
Income Breakdown (ACS (American Community Survey)) - Households (%)			
Less than \$15,000	57 (4.95%)		
\$15,000 - \$25,000	64 (5.56%)		
\$25,000 - \$50,000	237 (20.59%)		
\$50,000 - \$75,000	178 (15.46%)		
Greater than \$75,000	615 (53.43%)		

LAST UPDATED ON SEPTEMBER 21, 2022

DATA REFRESH INFORMATION

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

#### CONSOLIDATED DRUM RECONDITIONING

1051 UNION STREET, MONTEBELLO, CA 90640

FRS (Facility Registry Service) ID: 110001190933  
EPA Region: 09  
Latitude: 33.98064  
Longitude: -118.12591  
Locational Data Source: FRS  
Industries: Fabricated Metal Product Manufacturing  
Indian Country: N

### Enforcement and Compliance Summary

Statute	CAA
Compliance Monitoring Activities (5 years)	2
Date of Last Compliance Monitoring Activity	12/04/2020
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--
Statute	RCRA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	01/29/1986
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): Operating Major (CASCA0000603700335)  
Clean Water Act (CWA): No Information

### Other Regulatory Reports

Air Emissions Inventory (EIS): 13499011, 113611  
Greenhouse Gas Emissions (eGGRT): No Information  
Toxic Releases (TRI): No Information



Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA (Source ID: CAD042242081)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
Facility-Level Status		No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
Violation		Agency											

**Informal Enforcement Actions** Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

**Formal Enforcement Actions** Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
--	---	---	---------------------------------	--------------------------------------	--	---

No data records returned

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	Yes	Lead (2008)	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

[Air Pollutant Report](#)

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

[DMR and TRI Multi-Year Loading Report](#)

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

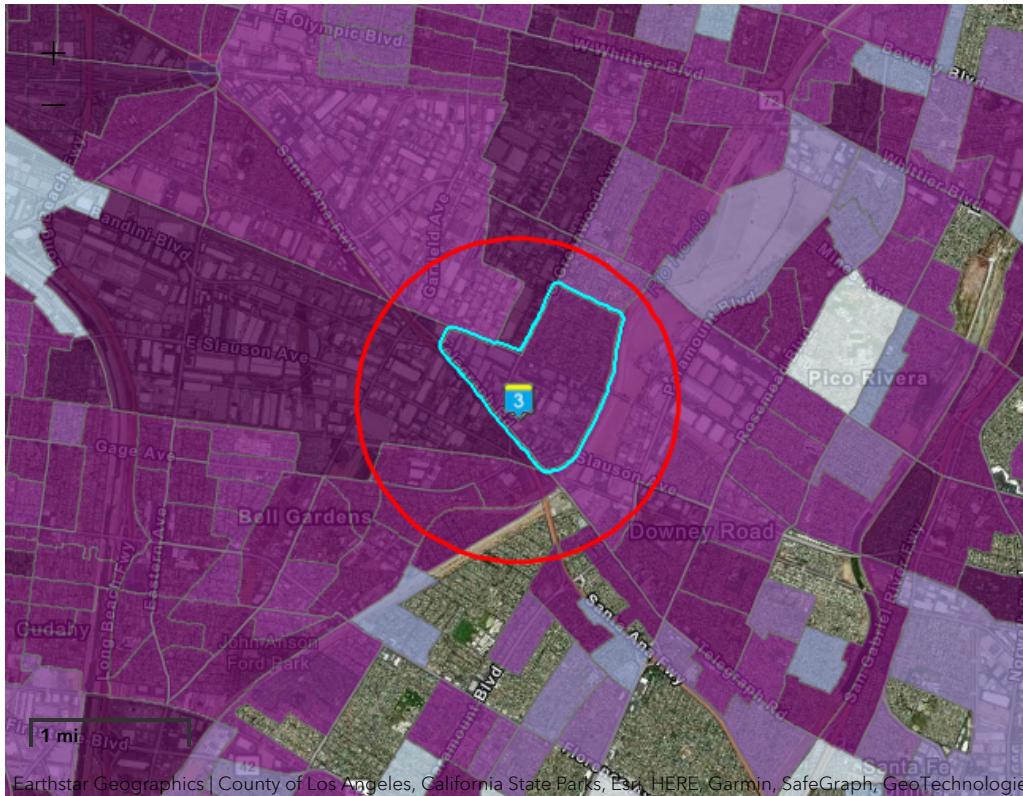
Related Reports

[EJScreen Community Report](#)

Download Data

Census Block Group ID: 060375322003	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	12	13
Particulate Matter 2.5	93	99
Ozone	91	98
Diesel Particulate Matter	90	99
Air Toxics Cancer Risk	94	99
Air Toxics Respiratory Hazard Index	94	98
Toxic Releases to Air	85	98
Traffic Proximity	82	97
Lead Paint	86	99
Risk Management Plan (RMP) Facility Proximity	89	99
Hazardous Waste Proximity	91	99
Superfund Proximity	90	99
Underground Storage Tanks (UST)	73	87
Wastewater Discharge	92	99

Facility 1-mile Radius  Facility Census Block Group



Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	14,523
Population Density	4,703/sq.mi.
Housing Units in Area	3,969

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	1,198 (8%)
Minors 17 years and younger	4,437 (31%)
Adults 18 years and older	10,085 (69%)
Seniors 65 years and older	1,320 (9%)

General Statistics (ACS (American Community Survey))	
Total Persons	14,573

Race Breakdown (U.S. Census) - Persons (%)	
--	--



General Statistics (ACS (American Community Survey))	
Percent People of Color	94%
Households in Area	3,743
Households on Public Assistance	219
Persons With Low Income	5,317
Percent With Low Income	37%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	33.98064
Center Longitude	-118.12591
Land Area	99%
Water Area	1%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	328 (8.77%)
\$15,000 - \$25,000	185 (4.95%)
\$25,000 - \$50,000	790 (21.12%)
\$50,000 - \$75,000	739 (19.75%)
Greater than \$75,000	1,699 (45.42%)

Race Breakdown (U.S. Census) - Persons (%)	
White	8,662 (60%)
African-American	318 (2%)
Hispanic-Origin	12,704 (87%)
Asian/Pacific Islander	361 (2%)
American Indian	167 (1%)
Other/Multiracial	5,015 (35%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	1,527 (15.85%)
9th through 12th Grade	1,214 (12.6%)
High School Diploma	2,733 (28.37%)
Some College/2-year	2,161 (22.43%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	1,535 (15.93%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

KINSBURSKY BROTHERS

125 E COMMERCIAL, ANAHEIM, CA 92801

FRS (Facility Registry Service) ID: 110070091875

EPA Region: 09

Latitude: 33.511

Longitude: -117.5507

Locational Data Source: NPDES

Industries: --

Indian Country: N

### Enforcement and Compliance Summary

Statute	CWA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): Minor, Permit Expired (CAZ427000)

Resource Conservation and Recovery Act (RCRA): No Information

Safe Drinking Water Act (SDWA): No Information

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110070091875</a>					N	33.511	-117.5507
ICIS-NPDES	CWA	CAZ427000	Minor: General Permit Covered Facility	Expired		02/09/2017	N	33.511	-117.5507

### Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110070091875</a>	KINSBURSKY BROTHERS	125 E COMMERCIAL, ANAHEIM, CA 92801	Orange County

System	Statute	Identifier	Facility Name	Facility Address	Facility County
ICIS-NPDES	CWA	CAZ427000	KINSBURSKY BROTHERS	125 E COMMERCIAL, ANAHEIM, CA 92801	

### Facility SIC (Standard Industrial Classification) Codes

### Facility NAICS (North American Industry Classification System) Codes

System	Identifier	SIC Code	SIC Description
ICIS-NPDES	CAZ427000	5093	Scrap And Waste Materials

System	Identifier	NAICS Code	NAICS Description
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### Facility Industrial Effluent Guidelines

No data records returned

Identifier	Effluent Guideline (40 CFR Part)	Effluent Guideline Description
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No data records returned

### Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
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No data records returned

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
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No data records returned

*Entries in italics are not counted as EPA official inspections.*

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
CWA	CAZ427000	No	03/31/2023	0	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13+
CWA	(Source ID: CAZ427000)	04/01-06/30/20	07/01-09/30/20	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-08/04/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Undetermined
	Quarterly Noncompliance Report History													

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
180703010203	Lower San Mateo Creek	--	No	No	--	Yes

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	No	--	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

[DMR and TRI Multi-Year Loading Report](#)

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

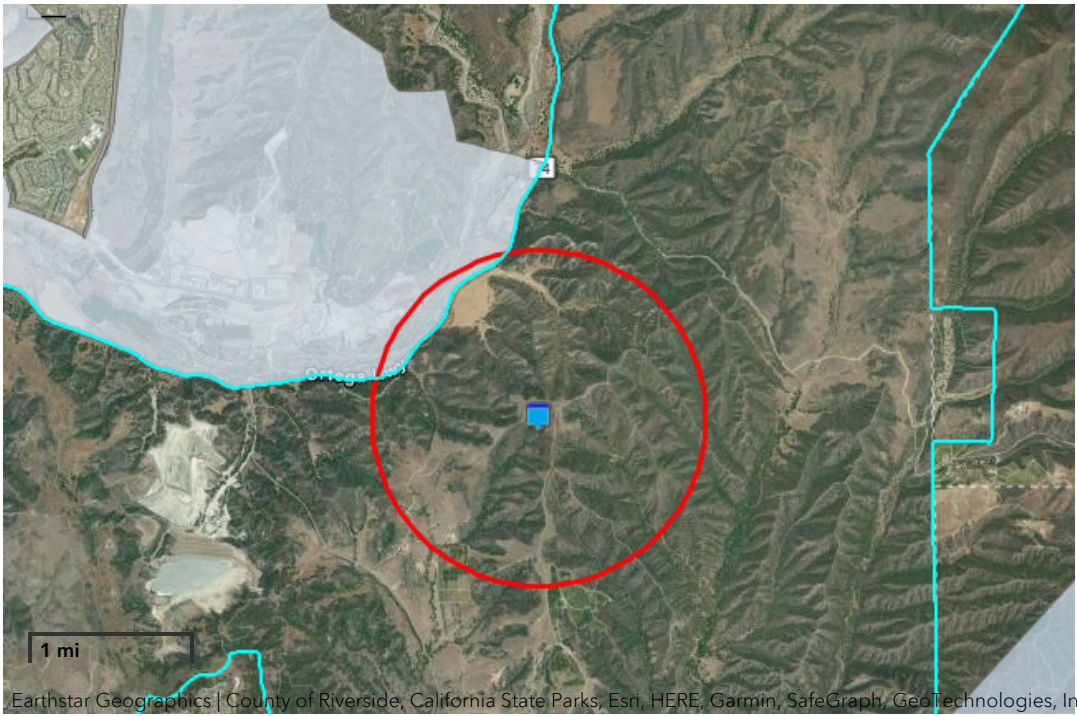
[EJScreen Community Report](#)

#### Download Data

Census Block Group ID: 060590320643	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	0	6
Particulate Matter 2.5	41	89
Ozone	50	94
Diesel Particulate Matter	16	57
Air Toxics Cancer Risk	43	82
Air Toxics Respiratory Hazard Index	38	74
Toxic Releases to Air	17	55
Traffic Proximity	56	82
Lead Paint	0	--
Risk Management Plan (RMP) Facility Proximity	9	31
Hazardous Waste Proximity	50	83
Superfund Proximity	29	77
Underground Storage Tanks (UST)	0	--
Wastewater Discharge	57	95

Facility 1-mile Radius  Facility Census Block Group





### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	1
Population Density	0/sq.mi.
Housing Units in Area	0

General Statistics (ACS (American Community Survey))	
Total Persons	64
Percent People of Color	30%
Households in Area	25
Households on Public Assistance	0
Persons With Low Income	7
Percent With Low Income	11%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	33.511
Center Longitude	-117.5507
Land Area	100%
Water Area	0%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	4 (15.38%)
\$15,000 - \$25,000	1 (3.85%)
\$25,000 - \$50,000	1 (3.85%)
\$50,000 - \$75,000	0 (0%)
Greater than \$75,000	20 (76.92%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	0 (0%)
Minors 17 years and younger	0 (0%)
Adults 18 years and older	1 (100%)
Seniors 65 years and older	0 (0%)

Race Breakdown (U.S. Census) - Persons (%)	
White	1 (100%)
African-American	0 (0%)
Hispanic-Origin	1 (100%)
Asian/Pacific Islander	0 (0%)
American Indian	0 (0%)
Other/Multiracial	0 (0%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	0 (0%)
9th through 12th Grade	1 (2.5%)
High School Diploma	8 (20%)
Some College/2-year	9 (22.5%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	14 (35%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

LIGHTING RESOURCES LLC

805 FRANCIS ST, ONTARIO, CA 91761

FRS (Facility Registry Service) ID: 110017215930

EPA Region: 09

Latitude: 34.041149

Longitude: -117.639173

Locational Data Source: TRIS

Industries: Chemical Manufacturing

Indian Country: N

### Enforcement and Compliance Summary

Statute	CWA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	8
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	4
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--
Statute	RCRA
Compliance Monitoring Activities (5 years)	7
Date of Last Compliance Monitoring Activity	03/15/2023
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	4
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	10
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): Minor, Permit Expired (CAZ338133)

Resource Conservation and Recovery Act (RCRA): Active SQG, Transporter, (CAL000827758), Inactive Other, (CAD000827758), Active LQG,

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): 9176WLGHTN85EFR

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110017215930</a>					N	34.041149	-117.639173
ICIS		3400050120					N	34.041149	-117.639173
ICIS-NPDES	CWA	CAZ338133	Minor: General Permit Covered Facility	Expired	Industrial Stormwater	06/30/2020	N	34.04117	-117.63879
TRI	EP313	9176WLGHTN85EFR	Toxics Release Inventory	Last Reported for 2022			N	34.041149	-117.639173
RCRAInfo	RCRA	CAL000827758	SQG, Transporter	Active (H)			N	34.041219	-117.639095
RCRAInfo	RCRA	CAD000827758	Other	Inactive (L)			N		
RCRAInfo	RCRA	CAR000156125	LQG, Transporter	Active (H)			N	34.043576	-117.571449

### Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110017215930</a>	LIGHTING RESOURCES LLC	805 FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
ICIS		3400050120	LIGHTING RESOURCES LLC	805 FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
ICIS-NPDES	CWA	CAZ338133	LIGHTING RESOURCES LLC	805 E FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
TRI	EP313	9176WLGHTN85EFR	LIGHTING RESOURCES LLC	805 E FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
RCRAInfo	RCRA	CAL000827758	LIGHTING RESOURCES INC	805 FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
RCRAInfo	RCRA	CAD000827758	LIGHTING RESOURCES, INC.	805 EAST FRANCIS ST, ONTARIO, CA 91761	San Bernardino County
RCRAInfo	RCRA	CAR000156125	LIGHTING RESOURCES LLC	805 FRANCIS ST, ONTARIO, CA 91761-0000	San Bernardino County

### Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
ICIS-NPDES	CAZ338133	4953	Refuse Systems

### Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
TRI	9176WLGHTN85EFR	562211	Hazardous Waste Treatment and Disposal
RCRAInfo	CAL000827758	325188	All Other Basic Inorganic Chemical Manufacturing
RCRAInfo	CAR000156125	562219	Other Nonhazardous Waste Treatment and Disposal
RCRAInfo	CAR000156125	562920	Materials Recovery Facilities

### Facility Industrial Effluent Guidelines

Identifier	Effluent Guideline (40 CFR Part)	Effluent Guideline Description
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No data records returned

### Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
San Manuel Reservation	San Manuel Band of Mission Indians, California	100000256	24.52
San Manuel Reservation	San Manuel Band of Mission Indians, California	100000256	24.69

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years ▼

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
<i>RCRA</i>	<i>CAR000156125</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>03/28/2023</i>	<i>No Violations Or Compliance Issues Were Found</i>
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	03/15/2023	Violations Or Compliance Issues Were Found
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	03/29/2022	Violations Or Compliance Issues Were Found
<i>RCRA</i>	<i>CAR000156125</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>04/13/2021</i>	<i>No Violations Or Compliance Issues Were Found</i>
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	03/30/2021	No Violations Or Compliance Issues Were Found
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	03/29/2021	Violations Or Compliance Issues Were Found
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	07/24/2019	No Violations Or Compliance Issues Were Found
<i>RCRA</i>	<i>CAR000156125</i>	<i>RCRAInfo</i>		<i>Follow-Up Inspection</i>	<i>State</i>	<i>06/06/2019</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAR000156125</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>02/13/2019</i>	<i>Violations Or Compliance Issues Were Found</i>
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	01/14/2019	Violations Or Compliance Issues Were Found
RCRA	CAR000156125	RCRAInfo		Compliance Evaluation Inspection	State	01/14/2019	Violations Or Compliance Issues Were Found

Entries in italics are not counted as EPA official inspections.

## Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
CWA	CAZ338133	No	03/31/2023	8	08/04/2023
RCRA	CAL000827758	No	08/05/2023	0	08/04/2023
RCRA	CAD000827758	No	08/05/2023	0	08/04/2023
RCRA	CAR000156125	No	08/05/2023	4	08/04/2023

## Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13+
CWA (Source ID: CAZ338133)		04/01-06/30/20	07/01-09/30/20	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-08/04/23
	Facility-Level Status	Violation Identified	Violation Identified	Violation Identified	Violation Identified	Violation Identified	Violation Identified	Violation Identified	Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Undetermined
	Quarterly Noncompliance Report History	Other Violation	Other Violation	Other Violation	Other Violation	Other Violation	Other Violation	Other Violation	Other Violation					
	Single Event Violations	Agency												
CWA	WW Storm Water Non-Construction - Failure to submit required report (non-DMR)	State	07/16/2020											
CWA	WW Storm Water Non-Construction - Failure to submit required report (non-DMR)	State				07/15/2021								
CWA	WW Storm Water Non-Construction - Failure to submit required report (non-DMR)	State								07/16/2022				

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA (Source ID: CAD000827758)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
	Violation	Agency											
RCRA (Source ID: CAL000827758)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
	Violation	Agency											
RCRA (Source ID: CAR000156125)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Violation Identified	Violation	No Violation Identified	No Violation Identified	Violation Identified	No Violation Identified	No Violation Identified
	Violation	Agency											
RCRA	XXS: State Statute or Regulation	CA									03/15/2023-03/15/2023		
RCRA	262.C: Generators - Pre-transport	CA					03/29/2022	04/13/2022					
RCRA	XXS: State Statute or Regulation	CA		03/29/2021-03/29/2021									
RCRA	XXS: State Statute or Regulation	CA		03/29/2021-03/29/2021									
RCRA	XXS: State Statute or Regulation	CA		03/29/2021-03/29/2021									

## Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
CWA	ICIS-NPDES	CAZ338133	Industrial Stormwater - Notice of Noncompliance Issued	State	08/11/2022
CWA	ICIS-NPDES	CAZ338133	Industrial Stormwater - Phone Call/ EMAIL	State	07/28/2021
CWA	ICIS-NPDES	CAZ338133	Industrial Stormwater - Notice of Noncompliance Issued	State	09/17/2020
CWA	ICIS-NPDES	CAZ338133	Industrial Stormwater - Notice of Noncompliance Issued	State	08/17/2020
CWA	ICIS-NPDES	CAZ338133	Industrial Stormwater - Notice of Noncompliance Issued	State	08/10/2018
RCRA	RCRAInfo	CAR000156125	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	04/20/2023
RCRA	RCRAInfo	CAR000156125	WRITTEN INFORMAL	State	03/15/2023
RCRA	RCRAInfo	CAR000156125	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	05/20/2021
RCRA	RCRAInfo	CAR000156125	WRITTEN INFORMAL	State	03/30/2021



Statute	System	Source ID	Type of Action	Lead Agency	Date
RCRA	RCRAInfo	CAR000156125	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	07/31/2019
RCRA	RCRAInfo	CAR000156125	WRITTEN INFORMAL	State	07/10/2019
RCRA	RCRAInfo	CAR000156125	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	03/13/2019
RCRA	RCRAInfo	CAR000156125	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	03/12/2019
RCRA	RCRAInfo	CAR000156125	WRITTEN INFORMAL	State	03/12/2019
RCRA	RCRAInfo	CAR000156125	WRITTEN INFORMAL	State	01/14/2019

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

### Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
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No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
180702030706	Lower Chino Creek	--	No	No	--	Yes

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
CA	2022	CAW8012100019991014103600	Prado Basin Management Zone	Impaired - 303(d) Listed	PH/ACIDITY/CAUSTIC CONDITIONS	--	Not Supporting	--	Insufficient Information	--

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	No	--	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

[TRI Pollution Prevention Report](#)

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
<a href="#">9176WLGHTN85EFR</a>	2021	--	--	0	--	--	0	104,047
<a href="#">9176WLGHTN85EFR</a>	2020	--	--	0	--	--	0	124,216
<a href="#">9176WLGHTN85EFR</a>	2019	--	--	0	--	--	0	184,319
<a href="#">9176WLGHTN85EFR</a>	2018	0	--	0	--	--	0	200,821
<a href="#">9176WLGHTN85EFR</a>	2017	0	--	0	--	--	0	197,017
<a href="#">9176WLGHTN85EFR</a>	2016	0	--	0	--	--	0	193,158
<a href="#">9176WLGHTN85EFR</a>	2015	0	--	0	--	--	0	501,054
<a href="#">9176WLGHTN85EFR</a>	2014	0	--	0	--	--	0	567,136
<a href="#">9176WLGHTN85EFR</a>	2013	0	--	0	--	--	0	598,162

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Mercury compounds	104,047	124,216	184,319	200,821	197,017	193,158	221,906	216,270	221,250	--
Polychlorinated biphenyls	--	--	--	--	--	--	279,148	350,866	376,912	--

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

[DMR and TRI Multi-Year Loading Report](#)

No data records returned

## Community

## Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

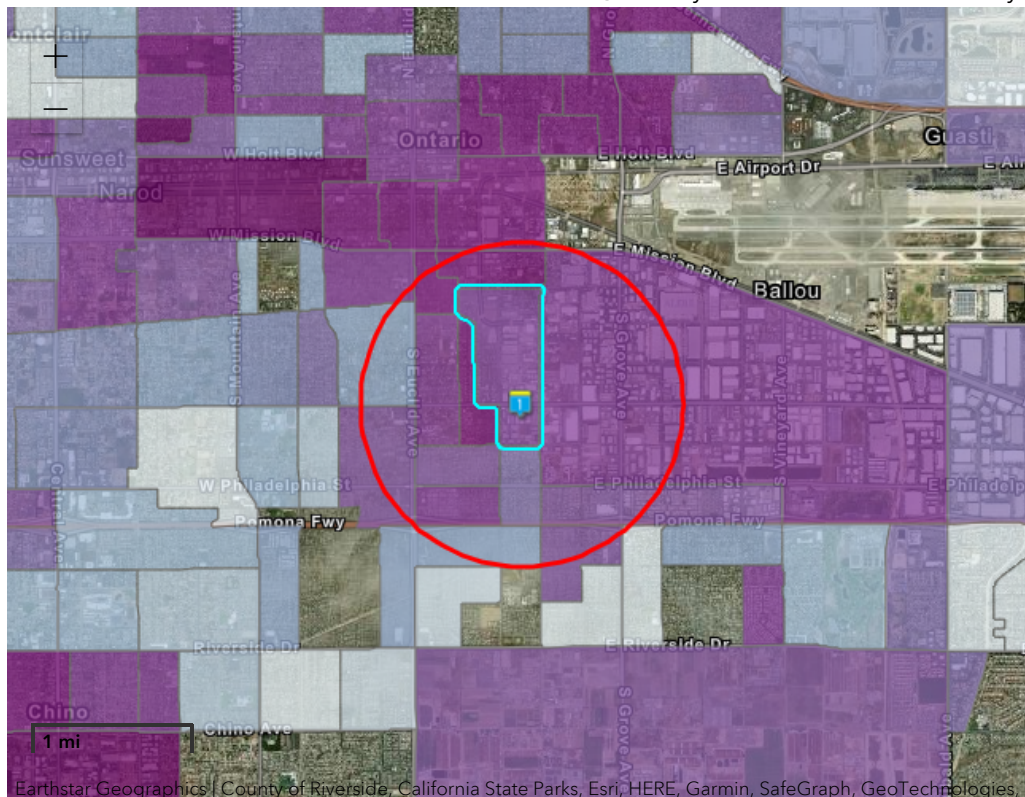
### Related Reports

[EJScreen Community Report](#)

### Download Data

Census Block Group ID: 060710018131	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	9	11
Particulate Matter 2.5	96	99
Ozone	96	99
Diesel Particulate Matter	94	99
Air Toxics Cancer Risk	96	99
Air Toxics Respiratory Hazard Index	97	99
Toxic Releases to Air	91	96
Traffic Proximity	74	99
Lead Paint	83	98
Risk Management Plan (RMP) Facility Proximity	81	90
Hazardous Waste Proximity	95	99
Superfund Proximity	79	90
Underground Storage Tanks (UST)	0	--
Wastewater Discharge	49	63

Facility 1-mile Radius  Facility Census Block Group



### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	19,365
Population Density	6,203/sq.mi.
Housing Units in Area	4,944

General Statistics (ACS (American Community Survey))	
Total Persons	18,338
Percent People of Color	91%
Households in Area	4,905
Households on Public Assistance	161
Persons With Low Income	6,798
Percent With Low Income	37%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	34.041149
Center Longitude	-117.639173
Land Area	100%
Water Area	0%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	388 (7.91%)
\$15,000 - \$25,000	384 (7.83%)
\$25,000 - \$50,000	975 (19.88%)
\$50,000 - \$75,000	1,052 (21.45%)
Greater than \$75,000	2,105 (42.92%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	1,701 (9%)
Minors 17 years and younger	6,201 (32%)
Adults 18 years and older	13,164 (68%)
Seniors 65 years and older	1,219 (6%)

Race Breakdown (U.S. Census) - Persons (%)	
White	9,020 (47%)
African-American	972 (5%)
Hispanic-Origin	15,532 (80%)
Asian/Pacific Islander	806 (4%)
American Indian	153 (1%)
Other/Multiracial	8,415 (43%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	2,042 (17.55%)
9th through 12th Grade	2,192 (18.83%)
High School Diploma	3,286 (28.24%)
Some College/2-year	1,958 (16.82%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	1,324 (11.38%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

PHIBRO TECH INC

8851 DICE RD, SANTA FE SPRINGS, CA 90670

FRS (Facility Registry Service) ID: 110000475780

EPA Region: 09

Latitude: 33.95914

Longitude: -118.06586

Locational Data Source: FRS

Industries: Chemical Manufacturing

Indian Country: N

### Enforcement and Compliance Summary

Statute	CAA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	--
Qtrs in Noncompliance (of 12)	--
Qtrs with Significant Violation	--
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--
Statute	CWA
Compliance Monitoring Activities (5 years)	--
Date of Last Compliance Monitoring Activity	--
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

Statute	RCRA
Compliance Monitoring Activities (5 years)	3
Date of Last Compliance Monitoring Activity	09/27/2021
<b>Compliance Status</b>	<b>Violation</b>
Qtrs in Noncompliance (of 12)	12
Qtrs with Significant Violation	2
Informal Enforcement Actions (5 years)	14
Formal Enforcement Actions (5 years)	1
Penalties from Formal Enforcement Actions (5 years)	\$495,000
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

## Regulatory Information

**Clean Air Act (CAA):** No Information  
**Clean Water Act (CWA):** Minor, Permit Admin Continued (CAZ519888)  
**Resource Conservation and Recovery Act (RCRA):** Active LQG, Operating TSD, Transporter, (CAD008488025)  
**Safe Drinking Water Act (SDWA):** No Information  
[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

## Other Regulatory Reports

**Air Emissions Inventory (EIS):** 4969711  
**Greenhouse Gas Emissions (eGGRT):** No Information  
**Toxic Releases (TRI):** 90670STHRN8851D  
**Compliance and Emissions Data Reporting Interface (CEDRI):** No Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110000475780</a>					N	33.95914	-118.06586
ICIS		600039022					N	33.959961	-118.068496
ICIS		600035583					N	33.959961	-118.068496
EIS	CAA	4969711					N	33.95942	-118.06578
RMP	CAA	100000065172		ACTIVE			N	33.960313	-118.067001
ICIS-NPDES	CWA	CAZ519888	Minor: General Permit Covered Facility	Admin Continued	Industrial Stormwater	06/30/2020	N	33.95961	-118.06749
TRI	EP313	90670STHRN8851D	Toxics Release Inventory	Last Reported for 2022			N	33.95914	-118.06586
RCRAInfo	RCRA	CAD008488025	LQG, Operating TSD, Transporter	Active (HPA)			N	33.959948	-118.067596
TSCA	TSCA	TSCA8293					N		
TSCA	TSCA	100607471					N	33.95914	-118.06586

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110000475780</a>	PHIBRO TECH INC	8851 DICE RD, SANTA FE SPRINGS, CA 90670	Los Angeles County
ICIS		600039022	PHIBRO TECH INCORPORATED	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670	Los Angeles County
ICIS		600035583	PHIBRO TECH INCORPORATED	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670	Los Angeles County
EIS	CAA	4969711	PHIBRO-TECH INC	8851 DICE RD, SANTA FE SPRINGS, CA 90670	Los Angeles County
RMP	CAA	100000065172	PHIBRO-TECH, INC.	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670	Los Angeles County
ICIS-NPDES	CWA	CAZ519888	PHIBRO TECH INC	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670	Los Angeles County
TRI	EP313	90670STHRN8851D	PHIBRO-TECH INC.	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670	Los Angeles County
RCRAInfo	RCRA	CAD008488025	PHIBRO-TECH INC	8851 DICE ROAD, SANTA FE SPRINGS, CA 90670-2515	Los Angeles County
TSCA	TSCA	TSCA8293	PHIBRO-TECH	8851 DICE RD, SANTA FE SPRINGS, CA 90670	
TSCA	TSCA	100607471	PHIBRO-TECH	8851 DICE RD, SANTA FE SPRINGS, CA 90670	Los Angeles County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
No data records returned			

## Facility Industrial Effluent Guidelines

Identifier	Effluent Guideline (40 CFR Part)	Effluent Guideline Description
No data records returned		

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
RMP	100000065172	325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing
EIS	4969711	3251	Basic Chemical Manufacturing
TRI	90670STHRN8851D	211112	Natural Gas Liquid Extraction
TRI	90670STHRN8851D	325180	Other Basic Inorganic Chemical Manufacturing
TRI	90670STHRN8851D	325181	Alkalies and Chlorine Manufacturing
TRI	90670STHRN8851D	325188	All Other Basic Inorganic Chemical Manufacturing
TRI	90670STHRN8851D	325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing

System	Identifier	NAICS Code	NAICS Description
RCRAInfo	CAD008488025	325180	Other Basic Inorganic Chemical Manufacturing
RCRAInfo	CAD008488025	562211	Hazardous Waste Treatment and Disposal

### Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
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No data records returned

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>No Longer A Significant Non-Complier</i>	<i>State</i>	<i>04/12/2023</i>	
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Focused Compliance Inspection</i>	<i>State</i>	<i>02/22/2023</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Significant Non-Complier</i>	<i>State</i>	<i>02/22/2023</i>	
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Focused Compliance Inspection</i>	<i>State</i>	<i>05/12/2022</i>	<i>No Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>10/19/2021</i>	<i>No Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Compliance Evaluation Inspection</i>	<i>State</i>	<i>09/27/2021</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Compliance Evaluation Inspection</i>	<i>State</i>	<i>05/21/2021</i>	<i>No Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Focused Compliance Inspection</i>	<i>State</i>	<i>12/10/2020</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>04/17/2020</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>No Longer A Significant Non-Complier</i>	<i>State</i>	<i>02/12/2020</i>	
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Compliance Evaluation Inspection</i>	<i>State</i>	<i>09/04/2019</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Financial Record Review</i>	<i>State</i>	<i>12/21/2018</i>	<i>Violations Or Compliance Issues Were Found</i>
<i>RCRA</i>	<i>CAD008488025</i>	<i>RCRAInfo</i>		<i>Focused Compliance Inspection</i>	<i>State</i>	<i>10/09/2018</i>	<i>Violations Or Compliance Issues Were Found</i>

Entries in italics are not counted as EPA official inspections.

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
CWA	CAZ519888	No	03/31/2023	0	08/04/2023
RCRA	CAD008488025	No	08/05/2023	12	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13+
CWA (Source ID: CAZ519888)		04/01-06/30/20	07/01-09/30/20	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-08/04/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	Undetermined
	Quarterly Noncompliance Report History													

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA (Source ID: CAD008488025)		10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	Violation Identified	Violation	Violation	Violation Identified	Violation	Violation	Violation	Violation	Violation	Significant Noncomplier	Significant Noncomplier	Violation
	Evaluation	Agency											
RCRA	Significant Noncomplier	CA									02/22/2023	04/12/2023	
	Violation	Agency											
RCRA	270.C: Permits - Conditions	CA			09/27/2021	→	→	05/06/2022					
RCRA	264.I: TSD - Container Use and Management	CA			09/27/2021	→	→	05/06/2022					
RCRA	270.C: Permits - Conditions	CA			09/27/2021	→	→	05/06/2022					
RCRA	XXS: State Statute or Regulation	CA									02/22/2023	04/12/2023	
RCRA	270.C: Permits - Conditions	CA	12/10/2020	01/19/2021									
RCRA	264.A: TSD - General	CA	05/03/2002	→	→	→	→	→	→	→	→	→	→
RCRA	262.A: Generators - General	CA	05/03/2002	→	→	→	→	→	→	→	→	→	→
RCRA	264.F: TSD - Releases from SWMUs	CA	12/10/2020-12/30/2020										
RCRA	264.D: TSD - Contingency Plan and Emergency Procedures	CA			09/27/2021	10/18/2021							

### Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	04/12/2023

Statute	System	Source ID	Type of Action	Lead Agency	Date
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	04/07/2023
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	11/02/2021
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	10/14/2021
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	02/12/2021
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	12/10/2020
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	04/17/2020
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	04/17/2020
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	04/17/2020
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	10/17/2019
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	12/21/2018
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	12/21/2018
RCRA	RCRAInfo	CAD008488025	INSPECTION REPORT w/VIOLATIONS (MAILED DATE)	State	10/15/2018
RCRA	RCRAInfo	CAD008488025	WRITTEN INFORMAL	State	10/09/2018

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

### Formal Enforcement Actions Last 5 Years ▾

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
RCRA	RCRAInfo	--	RCRAINFO/CAD008488025	FINAL CIVIL JUDICIAL ACTION FOR COMPLIANCE AND/OR MONETARY PENALTY	--	State	--	--	1	01/08/2019	\$0	\$495,000	--	--	--

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
180701060602	La Mirada Creek	--	No	No	--	Yes

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
No data records returned										

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997); 8-Hour Ozone (2008); 8-Hour Ozone (2015)	No	--
Lead	Yes	Lead (2008)	No	--
Particulate Matter	Yes	PM-2.5 (1997); PM-2.5 (2006); PM-2.5 (2012)	Yes	PM-10 (1987)
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

[Air Pollutant Report](#)   [TRI Pollution Prevention Report](#)

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
<a href="#">90670STHRN8851D</a>	2021	290	--	200,791	--	--	290	343,560
<a href="#">90670STHRN8851D</a>	2020	290	--	282,082	--	--	290	469,807
<a href="#">90670STHRN8851D</a>	2019	290	--	288,160	--	--	290	601,902
<a href="#">90670STHRN8851D</a>	2018	305	--	326,824	--	--	305	515,937
<a href="#">90670STHRN8851D</a>	2017	305	--	350,431	--	--	305	478,171
<a href="#">90670STHRN8851D</a>	2016	378	--	344,043	--	--	378	495,272
<a href="#">90670STHRN8851D</a>	2015	225	--	354,525	--	--	225	506,007
<a href="#">90670STHRN8851D</a>	2014	50	--	338,544	--	--	50	375,864
<a href="#">90670STHRN8851D</a>	2013	50	--	270,016	--	--	50	291,858
<a href="#">90670STHRN8851D</a>	2012	500	--	273,906	--	--	500	330,784

## Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Ammonia	2,310	1,461	4,124	2,179	7,906	2,332	5,353	5,359	7,270	10,004
Copper compounds	125,932	162,193	206,544	146,132	100,192	114,061	117,809	35,004	20,067	23,507
Hydrochloric acid (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size)	150	150	150	150	150	223	--	--	--	--
Lead compounds	601	990	51,449	2,090	871	792	1,096	144	108	447
Nickel compounds	16,347	24,679	55,917	41,024	26,769	36,397	32,714	2,243	1,725	32,896
Nitrate compounds (water dissociable; reportable only when in aqueous solution)	198,495	280,609	283,993	324,637	342,558	341,815	349,160	333,164	262,738	264,430
Nitric acid	15	15	15	30	30	30	100	R	R	R

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

[DMR and TRI Multi-Year Loading Report](#)

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

#### EJScreen Indexes Shown

Compare to  US  State

Index Type  Environmental Justice  Supplemental

#### Related Reports

[EJScreen Community Report](#)

#### Download Data

Census Block Group ID: 060375023035	US (Percentile)	
	Facility Census Block Group	1-mile Max
<b>Count of Indexes At or Above 80th Percentile</b>	<b>13</b>	<b>13</b>
Particulate Matter 2.5	<input type="checkbox"/> 97	<input type="checkbox"/> 98
Ozone	<input type="checkbox"/> 97	<input type="checkbox"/> 98
Diesel Particulate Matter	<input type="checkbox"/> 96	<input type="checkbox"/> 97
Air Toxics Cancer Risk	<input type="checkbox"/> 97	<input type="checkbox"/> 98
Air Toxics Respiratory Hazard Index	<input type="checkbox"/> 98	<input type="checkbox"/> 98
Toxic Releases to Air	<input type="checkbox"/> 91	<input type="checkbox"/> 94
Traffic Proximity	<input type="checkbox"/> 95	<input type="checkbox"/> 96
Lead Paint	<input type="checkbox"/> 92	<input type="checkbox"/> 97
Risk Management Plan (RMP) Facility Proximity	<input type="checkbox"/> 96	<input type="checkbox"/> 98
Hazardous Waste Proximity	<input type="checkbox"/> 97	<input type="checkbox"/> 98
Superfund Proximity	<input type="checkbox"/> 97	<input type="checkbox"/> 98
Underground Storage Tanks (UST)	<input type="checkbox"/> 87	<input type="checkbox"/> 94
Wastewater Discharge	<input type="checkbox"/> 95	<input type="checkbox"/> 97

Facility 1-mile Radius  Facility Census Block Group



1 mi



Earthstar Geographics | County of Los Angeles, California State Parks, Esri, ... Powered by Esri

### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)

Age Breakdown (U.S. Census) - Persons (%)



<b>General Statistics (U.S. Census)</b>	
Total Persons	11,699
Population Density	3,746/sq.mi.
Housing Units in Area	3,106

<b>General Statistics (ACS (American Community Survey))</b>	
Total Persons	13,516
Percent People of Color	94%
Households in Area	3,223
Households on Public Assistance	180
Persons With Low Income	5,229
Percent With Low Income	39%

<b>Geography</b>	
Radius of Selected Area	1 mi.
Center Latitude	33.95914
Center Longitude	-118.06586
Land Area	100%
Water Area	0%

<b>Income Breakdown (ACS (American Community Survey)) - Households (%)</b>	
Less than \$15,000	237 (7.35%)
\$15,000 - \$25,000	175 (5.42%)
\$25,000 - \$50,000	662 (20.52%)
\$50,000 - \$75,000	544 (16.86%)
Greater than \$75,000	1,608 (49.85%)

<b>Age Breakdown (U.S. Census) - Persons (%)</b>	
Children 5 years and younger	824 (7%)
Minors 17 years and younger	3,341 (29%)
Adults 18 years and older	8,358 (71%)
Seniors 65 years and older	1,316 (11%)

<b>Race Breakdown (U.S. Census) - Persons (%)</b>	
White	6,707 (57%)
African-American	151 (1%)
Hispanic-Origin	10,575 (90%)
Asian/Pacific Islander	229 (2%)
American Indian	191 (2%)
Other/Multiracial	4,421 (38%)

<b>Education Level (Persons 25 &amp; older) (ACS (American Community Survey)) - Persons (%)</b>	
Less than 9th Grade	1,398 (15.78%)
9th through 12th Grade	1,181 (13.33%)
High School Diploma	2,703 (30.5%)
Some College/2-year	1,781 (20.1%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	1,186 (13.38%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)

# Detailed Facility Report



## Detailed Facility Report

### Facility Summary

WM LAMPTRACKER INC

5355 NORTH 51ST AVENUE SUITE 4, GLENDALE, AZ 85301

FRS (Facility Registry Service) ID: 110002579932  
EPA Region: 09  
Latitude: 33.51522  
Longitude: -112.16874  
Locational Data Source: TRIS  
Industries: Waste Management and Remediation Services  
Indian Country: N

### Enforcement and Compliance Summary

Statute	RCRA
Compliance Monitoring Activities (5 years)	1
Date of Last Compliance Monitoring Activity	12/21/2022
Compliance Status	No Violation Identified
Qtrs in Noncompliance (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

### Regulatory Information

Clean Air Act (CAA): No Information  
Clean Water Act (CWA): No Information  
Resource Conservation and Recovery Act (RCRA): Active  
LQG, (AZD982434185)  
Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information  
Greenhouse Gas Emissions (eGGRT): No Information  
Toxic Releases (TRI): 85301RTHPR5355N  
Compliance and Emissions Data Reporting Interface (CEDRI): No Information

## Facility/System Characteristics

### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		<a href="#">110002579932</a>					N	33.51522	-112.16874
TRI	EP313	85301RTHPR5355N	Toxics Release Inventory	Last Reported for 2009			N	33.51522	-112.16874

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
RCRAInfo	RCRA	AZD982434185	LQG	Active (H )			N	33.515195	-112.167568

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		<a href="#">110002579932</a>	WM LAMPTRACKER INC	5355 NORTH 51ST AVENUE SUITE 4, GLENDALE, AZ 85301	Maricopa County
TRI	EP313	85301RTHPR5355N	WM LAMPTRACKER, INC.	5355 N 51ST AVE SUITE 26, GLENDALE, AZ 85301	Maricopa County
RCRAInfo	RCRA	AZD982434185	WM LAMPTRACKER INC	5355 N 51ST AVE, GLENDALE, AZ 85301	Maricopa County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
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No data records returned

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
TRI	85301RTHPR5355N	562112	Hazardous Waste Collection
TRI	85301RTHPR5355N	562920	Materials Recovery Facilities
RCRAInfo	AZD982434185	562211	Hazardous Waste Treatment and Disposal

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
Gila River Indian Reservation	Gila River Indian Community of the Gila River Indian Reservation, Arizona	100000093	9.52
Salt River Reservation	Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona	100000252	15.59

## Enforcement and Compliance

### Compliance Monitoring History Last 5 Years ▾

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
RCRA	AZD982434185	RCRAInfo		Compliance Evaluation Inspection	State	12/21/2022	Undetermined, Agency May Still be Determining

*Entries in italics are not counted as EPA official inspections.*

### Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	AZD982434185	No	08/05/2023	0	08/04/2023

### Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
RCRA	(Source ID: AZD982434185)	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22	10/01-12/31/22	01/01-03/31/23	04/01-06/30/23	07/01-09/30/23
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified
	Violation												
	Agency												

### Informal Enforcement Actions Last 5 Years ▾

Statute	System	Source ID	Type of Action	Lead Agency	Date
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No data records returned

*Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.*

**Formal Enforcement Actions** Last 5 Years ▾

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Value	Comp Action Cost
---------	--------	-------------	-----------	----------------	----------	-------------	-----------	-------------------	---------------------	------------------------	--------------------------	------------------------------	--------------------------	-----------	------------------

No data records returned

## Environmental Conditions

### Watersheds

12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
--	---	---	---------------------------------	--------------------------------------	--	---

No data records returned

### Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Cause Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use
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No data records returned

### Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
Ozone	Yes	8-Hour Ozone (2008); 8-Hour Ozone (2015)	Yes	1-Hour Ozone (1979); 8-Hour Ozone (1997)
Lead	No	--	No	--
Particulate Matter	Yes	PM-10 (1987)	No	--
Carbon Monoxide	No	--	Yes	Carbon Monoxide (1971)
Sulfur Dioxide	No	--	No	--

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
---------------

No data records returned

### CWA (Clean Water Act) Discharge Monitoring Report (DMR) Pollutant Loadings

[DMR and TRI Multi-Year Loading Report](#)

No data records returned

## Community

### Environmental Justice

This section shows indexes from EJScreen, EPA's screening tool for environmental justice (EJ) concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

EJScreen Indexes Shown

Related Reports

[EJScreen Community Report](#)

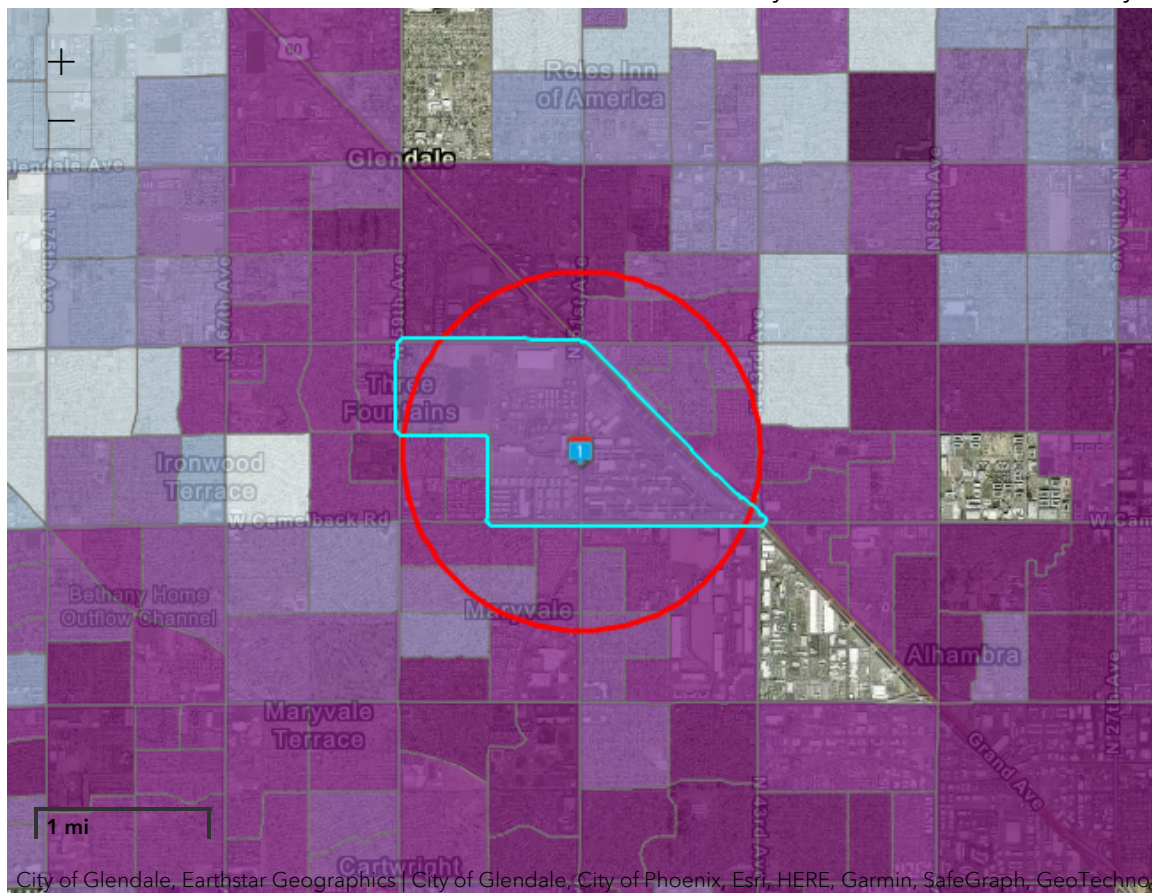
Compare to  US  State

Index Type  Environmental Justice  Supplemental

Download Data

Census Block Group ID: 040130931044	US (Percentile)	
Supplemental Indexes	Facility Census Block Group	1-mile Max
Count of Indexes At or Above 80th Percentile	11	12
Particulate Matter 2.5	65	79
Ozone	97	99
Diesel Particulate Matter	96	99
Air Toxics Cancer Risk	97	99
Air Toxics Respiratory Hazard Index	95	99
Toxic Releases to Air	92	96
Traffic Proximity	96	99
Lead Paint	0	96
Risk Management Plan (RMP) Facility Proximity	94	99
Hazardous Waste Proximity	96	99
Superfund Proximity	81	90
Underground Storage Tanks (UST)	88	98
Wastewater Discharge	93	98

Facility 1-mile Radius  Facility Census Block Group



City of Glendale, Earthstar Geographics | City of Glendale, City of Phoenix, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, ... Powered by Esri

Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2017 - 2021 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing

methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DFR Data Dictionary](#).

General Statistics (U.S. Census)	
Total Persons	15,160
Population Density	4,860/sq.mi.
Housing Units in Area	5,567

General Statistics (ACS (American Community Survey))	
Total Persons	18,617
Percent People of Color	84%
Households in Area	5,410
Households on Public Assistance	217
Persons With Low Income	11,581
Percent With Low Income	63%

Geography	
Radius of Selected Area	1 mi.
Center Latitude	33.51522
Center Longitude	-112.16874
Land Area	100%
Water Area	0%

Income Breakdown (ACS (American Community Survey)) - Households (%)	
Less than \$15,000	968 (17.91%)
\$15,000 - \$25,000	785 (14.52%)
\$25,000 - \$50,000	1,334 (24.68%)
\$50,000 - \$75,000	1,275 (23.58%)
Greater than \$75,000	1,044 (19.31%)

Age Breakdown (U.S. Census) - Persons (%)	
Children 5 years and younger	1,635 (11%)
Minors 17 years and younger	5,137 (34%)
Adults 18 years and older	10,022 (66%)
Seniors 65 years and older	1,418 (9%)

Race Breakdown (U.S. Census) - Persons (%)	
White	7,758 (51%)
African-American	1,318 (9%)
Hispanic-Origin	9,610 (63%)
Asian/Pacific Islander	206 (1%)
American Indian	421 (3%)
Other/Multiracial	5,457 (36%)

Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)	
Less than 9th Grade	1,688 (17.18%)
9th through 12th Grade	1,800 (18.32%)
High School Diploma	3,006 (30.59%)
Some College/2-year	2,027 (20.63%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	586 (5.96%)

LAST UPDATED ON SEPTEMBER 21, 2022

[DATA REFRESH INFORMATION](#)



**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 10<sup>th</sup> 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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.