

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER (RFP 10090136-24-R) HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) **Household Hazardous Waste Management, Transportation, and Disposal Services** (Contractor).

RECITALS

On or about **3/25/2024**, 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 furnish **Household Hazardous Waste Management, Transportation, and 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 and Technical Representative

Contract Administrator:

Jessica Weislogel
Program Manager
858-573-1277
Jweislogel@sandiego.gov
9601 Ridgeway Court, Suite 310
San Diego, CA 92123

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

ORIGINAL

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of two (2) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for three (3) additional one (1) year period(s). 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 \$20,000,000. Initials JK.

**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 Attachment 8 Definitions to the Contract Documents incorporated here by reference.

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 first document has the highest priority in resolving conflicts. Provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of exceptions or clarifications to the RFP, if any

4th Contractor's Pricing as contained in attachment 6 HHW Services Pricing Schedule

5.3 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.

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

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

CONTRACTOR

Clean Harbors Environmental Services, Inc.

Proposer

42 Longwater Dr.

Street Address

Norwell, MA 02061

City

(858) 204-9255

Telephone No.

Carter.Kimberly@cleanharbors.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

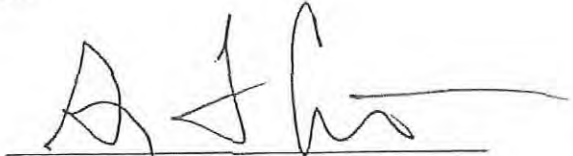
Matthew Vegpi

Deputy Chief Operating Officer,

Chief Financial Officer

12/3/2024
Date Signed

BY:



Signature of
Proposer's Authorized
Representative

George L. Curtis

Print Name

Executive Vice President, Pricing & Proposals

Title

April 24, 2024

Date

Approved as to form this 11th day of

December, 24, 2024.

~~MARA W. ELLIOTT~~, City Attorney
Heather Ferbert

BY: 
Deputy City Attorney

R-315835



Purchasing & Contracting Department

August 5, 2024

VIA USPS & EMAIL TO: carter.kimberley@cleanharbors.com

Mr. George L. Curtis, Executive Vice President
Clean Harbors Environmental Services, Inc.
6465 Marindustry Dr.
San Diego, CA 92121

Subject: Request for Proposal (RFP) 10090136-24-R, Household Hazardous Waste Management, Transportation, and Disposal Services

Dear Mr. Curtis:

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

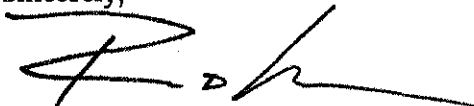
1. The City rejects Clean Harbor's requests to modify Exhibit B: Scope of Work, Paragraph A – Specifications Section 2.4.3.6.
2. The City rejects Clean Harbor's requests to modify Exhibit B: Scope of Work, Paragraph A – Specifications Section 3.1 Contractor Responsibilities.
3. The City rejects Clean Harbor's requests to modify Exhibit B: Section D. Additional Insurance, 1. Commercial General Liability (CGL).
4. The City rejects Clean Harbor's requests to modify Exhibit B: Section D. Additional Insurance, 2. Commercial Automobile Liability (CGL).
5. The City rejects Clean Harbor's requests to modify Exhibit B: Section D. Additional Insurance, 3. Commercial Pollution Liability Insurance.
6. The City rejects Clean Harbor's requests to modify Exhibit B: Section D. Additional Insurance, 4. Contractors Hazardous Transporters Pollution Liability Insurance.
7. The City rejects Clean Harbor's requests to modify Article III, 3.1 Manner of Payment (page 3 of 21) to Exhibit C, City's General Contract Terms and Provisions.
8. The City rejects Clean Harbor's requests to modify Article III, 3.3 Annual Appropriation of Funds (page 3 of 21) to Exhibit C, City's General Contract Terms and Provisions.

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9. The City rejects Clean Harbor's requests to modify Article IV – 4.2 City's Right to Terminate for Convenience (page 4 and 5 of 21) to Exhibit C, City's General Contract Terms and Provisions.
10. The City rejects Clean Harbor's requests to modify Article VII – 7.1 Indemnification (page 11 of 21) to Exhibit C, City's General Contract Terms and Provisions.
11. The City rejects Clean Harbor's requests to modify Article VII – 7.2 Insurance (page 11 of 21) to Exhibit C, City's General Contract Terms and Provisions.
12. The City rejects Clean Harbor's requests to modify Article VII – 7.2.1 Commercial General Liability (page 12 of 21) to Exhibit C, City's General Contract Terms and Provisions.
13. The City rejects Clean Harbor's requests to modify Article VII – 7.2.2 Commercial Automobile Liability (page 11 of 21) to Exhibit C, City's General Contract Terms and Provisions.
14. The City rejects Clean Harbor's requests to modify Article VII – 7.2.3 Workers Compensation (page 12 of 21) to Exhibit C, City's General Contract Terms and Provisions.
15. The City rejects Clean Harbor's requests to modify Article VII – 7.2.4 Professional Liability (Errors and Omissions) (page 11 of 21) to Exhibit C, City's General Contract Terms and Provisions.
16. The City rejects Clean Harbor's requests to modify Article VII – 7.2.5 Verification of Coverage (page 11 of 21) to Exhibit C, City's General Contract Terms and Provisions.
17. The City rejects Clean Harbor's requests to modify Article X – 10.5 Hiring City Employees (page 17 of 21) to Exhibit C, City's General Contract Terms and Provisions.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the at the address noted below. Thank you for your assistance.

Sincerely,



Rene Lelevier
Senior Procurement Contracting Officer, Purchasing & Contracting

**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. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements and does not relieve Contractors from performing.

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 executed Contract Signature Page. If an addendum is issued, the latest Addendum Contract Signature Page is required.

This Letter is executed by the City and Contractor acting by and through their authorized officers.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By: 

Name: Marc McReynolds

Title: Senior Vice President

Date: August 6, 2024

THE CITY OF SAN DIEGO

By: 

Name: Claudis C. Flores

Title: Director, Purchasing & Contracting

Date: November 20, 2024

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.

2.10 Reserved.

2.11 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.12 A title page.

2.13 A table of contents.

2.14 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.

2.15 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 and 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 be limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical

and financial resources to perform this Contract.

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

MAXIMUM
EVALUATION
POINTS

A. Technical Understanding of the Scope of Work.

1. Demonstrated technical capability in the proposed approach to meet or exceed all of the requirements as specified in a well-organized format in the Scope of Work including the Permanent Household Hazardous Waste Collection Facility (PHHWCF) service, Door-to-Door service, Sharps Mail Back service, Temporary one-day Household Hazardous Waste Collection Facility (THHWCF) Events including, THHWCF-Full Service Event and THHWCF-Recyclable Event, Temporary Bulb and Battery Household Hazardous Waste Collection Event (THHWCE-Bulb and Battery), Sharps Kiosk Collection service, Miramar Landfill Load Check Program service, and PaintCare service.

40

2. Demonstrated technical capability in the proposed approach to meet or exceed all the established performance standards in the required timeframes as specified in the RFP.

3. Demonstrated ability to provide adequate supplies of equipment and materials to fulfill the PHHWCF service, Door-to-Door service, Sharps Mail Back service, THHWCF - Full Service Event, THHWCE- Bulb and Battery, Sharps Kiosk Collection service, Miramar Landfill Load Check Program service, THHWCF- Recyclable Event, and PaintCare service at the established performance levels in the required timeframes and meets or exceeds the requirements as specified in the Scope of Work.

4. Demonstrated capability to provide adequate qualified staffing and training for the required activities as specified in the Contractor Staffing Section of the Scope of Work.

5. Demonstrated knowledge of all regulations associated with handling, packaging, labeling, storing, transportation, treatment, recycling and disposal of the HHW generated as a part of PHHWCF, Door-to-Door service, Sharps Mail Back service, THHWCF-Full Service Event, THHWCE- Bulb and Battery, Sharps Kiosk Collection service, Miramar Landfill Load Check Program service, THHWCF-Recyclable Event, and PaintCare service and meets or exceeds the requirements for transporters and disposal/recycling facilities as specified in the Scope of Work.

6. Demonstrated knowledge of all regulations associated with regulatory required plans, procedures, and documentation for HHW services and meets all the requirements of the Scope of Work.

7. Demonstrated knowledge associated with hazardous waste documentation and meets or exceeds the requirements of the Disposal Documentation Section of the Scope of Work.

MAXIMUM
EVALUATION
POINTS

B. Past Performance and Regulatory Standing of Contractor and all Subcontractors. 10

1. Provided a minimum of three references for which they have provided services similar to the Scope of Work and demonstrated excellence in quality of work, ability to meet deadlines, customer service and responsiveness to requests, and cooperation and flexibility in providing HHW collection services. Demonstrated Contractor and listed subcontractors, including all transporters and Treatment, Storage, and Disposal Facilities (TSDF), are in good regulatory standing for at least the last three (3) years.

2. Provided adequate detailed information to describe any legal actions, violations, fines, penalties or other environmental regulatory non-compliance or legal issues during the last three (3) years.

3. Demonstrated that any legal actions, violations, fines, penalties, and environmental regulatory non-compliance or legal issues during the last three (3) years have been resolved, with the responsible party taking significant action and instituting proactive policies/procedures to avoid future regulatory non-compliance issues.

C. Qualifications and Experience. 20

1. Demonstrated the Contractor's key personnel assigned to manage the contract and perform the Scope of Work have the experience, qualifications, and ability to effectively complete the Scope of Work.

2. Contractor has a minimum of three (3) years' experience managing HHW collection services within the State of California and has managed a minimum of 500,000 lbs. of HHW per year excluding electronic and universal waste.

3. Contractor and any listed subcontractors possess and provided copies of all licenses, permits, certifications, registrations, and other qualifications required by local, State, and Federal laws to collect, transport, store, or dispose of Hazardous Waste.

D. Price. Competitiveness and reasonableness of pricing. 30

SUB TOTAL MAXIMUM EVALUATION POINTS: 100

E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms* 12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: 112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Exhibit C, Article VII of the General Contract Terms and Provisions, and Exhibit B, Section D. Additional Insurance.

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. Reserved.

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. Contract Objective. The City is seeking to make an award to a single qualified Contractor to provide the City with Household Hazardous Waste (HHW) Services to include the collection, management, transportation, and disposal of HHW: at the City's permanent HHW collection facility (PHHWCF); at temporary one-day Full Service HHW collection events (THHWCF-Full Service); at temporary one-day Recyclable HHW Collection events (THHWCF-Recyclable); and at temporary one day Bulb and Battery HHW Collection events (THHWCE-Bulb and Battery); and to provide door-to-door collection of HHW from residents; to provide sharps mail-back container services to eligible residents; to provide sharps kiosk collection services; to provide Paintcare services; to provide transportation and disposal of household hazardous waste collected through the Miramar Landfill Load Check Program; and to provide complementary programs that will complement and/or enhance other programs as they are developed that represent best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

1.1 San Diego Operations Location. The Contractor shall have an operational location within 10 miles of the City of San Diego, but must be within the County of San Diego, at the time of Notice to Award of the Contract.

1.2 Communication. The City's communication preference with the Contractor for routine communication is by electronic mail and/or phone call. Other alternative communication methods may be acceptable if they are timely, accurate, effective, efficient, and agreeable to the City. The Contractor shall provide a staff member as a single point of contact with a local or toll-free phone number for the City to communicate contract issues and request service. The Contractor may also provide an additional point of contact for invoicing activities. The Contractor's single point of contact shall be knowledgeable and responsive relative to the Contract and customer service issues and available to the City during regular working hours, Monday through Friday, 7:00 a.m. to 5:00 p.m.

1.3 Contractor Staff. To complete the Scope of Work, Contractor's employees will play a key role in ensuring a consistent level of customer service. Critical roles such as the Project Manager, Site Manager, and Chemist shall be Contractor employees (see Section 11.2 of Exhibit B for experience levels). Staff filling all other roles such as technician and survey/traffic shall consist of a minimum of fifty percent (50%) Contractor employees for staffing at the PHHWCF and thirty-five percent (35%) Contractor employees working at the THHWCF- Full Service, THHWCF-Recyclable, and THHWCE-Bulb and Battery collection events. Part-time Contractor employees may be used for operational positions at the PHHWCF, THHWCF-Full Service, THHWCF-Recyclable, and THHWCE-Bulb and Battery events. Subcontractors may be utilized for transportation; disposal or recycling of the HHW; and for roles such as unloading vehicles, traffic control, and survey activities at the PHHWCF, THHWCF-Full Service, THHWCF-Recyclable, and THHWCE-Bulb and Battery events. The City may require pre-approval of non-Contractor employees for completing any of the components of the Scope of Work.

1.4 Scope of Work Projected Value and Funding The projected annual cost to provide the Scope of Work is \$75,000 for the Miramar Landfill Load Check Program (section 8 of Exhibit B) and approximately \$1.5 million which includes all other HHW services identified in this Scope of Work including PHHWCF operations one day a week up to approximately \$4.3 million if PHHWCF operations are changed to a six-day operational work week for HHW services.

1.5 Reporting and Invoicing. The Contractor may include in their Proposal an electronic

method or program to efficiently submit documents and/or invoices, and track incidents and activities, when completing the Scope of Work subject to the City's approval and acceptance prior to any implementation of the electronic communication method or program.

1.6 Contract Meetings. Contractor shall schedule at least one (1) annual meeting with the City's Technical Representative 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 Technical Representative and/or designee will provide the Contractor with any clarification or feedback in providing the Scope of Work as outlined in this Contract. Additional Contract Performance meetings shall be held at a mutually agreeable time upon request by the City or Contractor.

1.7 PaintCare Program. The PaintCare Program offers significant benefits to the HHW Program by directly paying for the cost of all HHW paint collected, including packaging materials, transportation, and disposal/recycling costs. PaintCare controls HHW Program costs and adds convenience for residents by managing the disposal of one of the largest HHW types received each year. The PHHWCF collects approximately 135 tons of PaintCare eligible wastes per year. To realize these Program savings, the Contractor shall be an approved PaintCare Product Stewardship Program contractor or have a documented working relationship with PaintCare to carry out the Architectural Paints collection, packaging, transportation, and recycling/disposal services when completing the Scope of Work. The City has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program. Section 19 of Exhibit B provides PaintCare Program details and requirements that apply to the Contractor's performance of the Scope of Work.

1.8 Clarification of the Terms. Throughout the contract, various technical terms are used. Definitions have been provided in Attachment 8 and are incorporated here by reference.

1.9 Contractor's Lack or Inability to Respond. The City retains the right to call in a back-up Contractor if the awarded Contractor is unable to provide the Services under this RFP for any reason 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 a request for service as a part of the Scope of Work; or inability to arrive promptly at the PHHWCF, THHWCF- Full Service, THHWCF-Recyclable, or THHWCE- Bulb and Battery collection events, Miramar Landfill Load Check Program, or any other work task within the designated timeframe so the activity is started and completed on time.

1.10 Ready to Perform Operations. The Contractor shall be ready to perform all the necessary tasks as described in the Scope of Work and start operations at the start time designated by the City at the PHHWCF, THHWCF- Full Service, THHWCF-Recyclable, and THHWCE-Battery and Bulb collection events. The Contractor shall provide notice to the City's Technical Representative or onsite designee immediately if there are any extenuating circumstances that would alter the expected start time at the site. Lack of notice and late start will be considered unsatisfactory performance.

2. Permanent Household Hazardous Waste Collection Facility (PHHWCF). The PHHWCF is located at the entrance to the City's Miramar Landfill (Landfill) at 5161 Convoy Street, located north of Route 52 at the intersection of Convoy Street (See Attachment 1). The PHHWCF serves on average between 100-250 City residents, by appointment, every operational Saturday and collected over 348 tons of HHW in FY2022-2023. A summary of this information is included in Attachment 2 - Form CalRecycle 303 Report for the City of San Diego FY 2022-2023. The PHHWCF is under the flight path for the Miramar Marine Corps Air Station. Due to the proximity to San Clemente Canyon, the PHHWCF attracts a variety of wildlife. The PHHWCF operational details and features are as follows:

2.1. Waste Acceptance. The PHHWCF is permitted to accept the HHWs that are routinely and typically generated by San Diego residents. The PHHWCF is not permitted or authorized to accept ammunition, appliances, explosives, electronic waste, marine flares, medical wastes, radioactive waste, hazardous waste from businesses or non-profit companies, and hazardous wastes generated as the result of business activities, including hazardous waste from Very Small Quantity Generators (VSQG) (formerly Conditionally Exempt Small Quantity Generators (CESQG)). The City only accepts very limited amounts of friable asbestos and only polychlorinated biphenyl containing light ballasts from residents. The City reserves the right to increase or decrease the types of HHW collected with sixty (60) calendar days prior written notification to the Contractor.

2.2. Operational Days and Access. The PHHWCF is open 47 to 48 Saturdays a year, excluding Saturdays that fall on or near Easter, Independence Day, Thanksgiving, Christmas, and New Year's Day. The PHHWCF accepts HHW from residents between 9:00 a.m. to 3:00 p.m.

2.2.1. Changes to Operational Days and Hours. The City reserves the right to, and may upon sixty (60) calendar days prior written notification to the Contractor, increase the PHHWCF days of operation up to 6 days a week, Monday through Saturday, consistent with the Landfill days of operation described in 2.2.2 below. The City reserves the right to, and may upon sixty (60) calendar days prior written notification to the Contractor, decrease the number of days and hours of PHHWCF operation.

2.2.2. Access. Access to the PHHWCF is through the entry gates to the Landfill property. The Landfill is open Monday through Saturday except for New Year's Day, Memorial Day, Independence Day, Labor Day, Easter, Thanksgiving, and Christmas Day. The Landfill hours of operation are 7:00 a.m. to 4:30 p.m. The Landfill entrance gate is closed at 4:30 p.m. and the outbound exit lane is locked at 7:00 p.m. The City contracts for Landfill security from the hours of 4:30 p.m. – 7:30 a.m. with an access guard stationed at the Landfill entrance gate from 4:30 p.m. – 6:30 a.m. The City will be collecting mattresses for recycling within the PHHWCF footprint Monday – Friday. Any deliveries, waste pickups, or other activities occurring Monday – Friday covered by the Scope of Work must be completed without impacting mattress recycling activities.

2.3. Facility Attributes and Utilities. The City is providing an operational PHHWCF including internal paved roads, utilities, restroom trailer or portable restroom, operations office, chemical storage lockers, covered operational area, and security fencing at no cost to the Contractor. The City will provide PHHWCF building and fence maintenance, locks and painting, utilities, including electricity, water, portable restroom service, and lighting. At some point during this contract, the City may no longer provide restroom service. The City provides bins for the collection and recycling of cardboard received at the PHHWCF. The Allan Company recycling center next to the PHHWCF will transport full cardboard bins to the Miramar Recycling Center upon the City's request. The City provides one (1) 20 cubic-yard roll-off bin for collection of trash received at the PHHWCF. The City will independently transport trash collected in these bins and pay the related disposal fee when the trash is taken to the Landfill or alternate City-directed destination.

2.4. Contractor Responsibilities. The Contractor shall be responsible for all aspects of the operation of the PHHWCF including, but not limited to, mobilization, site security, traffic and survey activities, all aspects of household hazardous waste collection, including identification, segregation, testing, pre-printed labels, packaging (including PaintCare-provided materials, as applicable), storage, transportation documentation, removal, transportation, and disposal, demobilization, PHHWCF inspections and regulatory requirements, and housekeeping of the site. The Contractor may also be required to provide portable restroom service as described in Section 2.3 of Exhibit B upon the City's termination of such service, including a handwashing station. The Contractor can mobilize to the site no earlier than 6:00 a.m. and must depart the site by 5:30 p.m. The Contractor shall ensure all waste is appropriately packaged, labeled, stored, loaded, and transported offsite, in accordance with the permits governing PHHWCF operations prior to the conclusion of each operational day. In the event PHHWCF

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operations are increased up to and including three days a week, all waste is to be transported offsite each operational Saturday. In the event the PHHWCF operations are increased to four or more operational days a week all waste shall be loaded and transported offsite prior to the conclusion of operations each Thursday and Saturday. The Contractor shall lock all chemical storage containers and cages, facility gates, and buildings at the close of each day of operation. 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 the Scope of Work as described in Exhibit B. The Contractor shall perform the PHHWCF services in accordance with the proposed operational Site Map and Floor plan as approved by the City. The Contractor may be asked to assist the City in obtaining any necessary permits for the PHHWCF. The Contractor shall also complete the following:

2.4.1. Participant Screening and Survey. The Contractor shall accept HHW at the PHHWCF on an appointment basis from City of San Diego residents and other pre-approved non-City residents. The Contractor shall verify each participant's residency prior to providing service. For participants with appointments, the Contractor shall use the City provided roster of pre-approved participants and verify the name and address using a form of identification provided by the participant. For participants without appointments, the Contractor shall first determine service eligibility and if eligible, record the individual's name, address, zip code, telephone number, and description of HHW on a City-provided drop-in paper roster and/or data collection device. The City will provide the Contractor with paper rosters, forms, and surveys and/or electronic device(s) to obtain the desired or required information from the participants. The Contractor shall conduct surveys and record City-required information from each participant on the City provided survey form and/or data collection device. The Contractor shall submit the completed forms and/or electronic device at the end of each operational day to the City's onsite Representative.

2.4.2. Waste Screening and Packaging. The Contractor shall efficiently and effectively identify HHWs by using the container label, information from the participant, and general characteristics of the waste (e.g. container type, weight) when unloading and sorting HHW and then properly packaging each waste as required by Department of Transportation (DOT) regulations. The Contractor shall package the HHW into varying sizes of DOT approved containers using the most economical option for disposal. The Contractor shall identify unknown HHWs by utilizing recognized field-testing methods and other available equipment based on the "best business practices" for unknown hazardous materials sampling and testing. The Contractor shall utilize all necessary safety measures when identifying or confirming the contents of unknown/unidentified substances that are found in unmarked containers including wearing all appropriate personal protective equipment. A testing protocol shall be used to determine the waste type or hazardous waste category. The testing protocol shall include, but is not limited to, pH paper, chlor- d-tect test kits, and other specifically designed tests or test kits that would verify characteristics of an unknown chemical for packing the item per DOT requirements.

2.4.3. Unacceptable Waste. The Contractor shall not accept ammunition, appliances, marine flares, electronic waste, explosives, controlled substances, infectious or medical wastes, radioactive materials, polychlorinated biphenyls (PCB's) beyond light ballasts, or unidentified compressed gas cylinders, and photovoltaic (PV) modules. The Contractor shall not accept hazardous waste from VSQG or businesses as part of the HHW Program without City pre-approval. Collectively, these waste streams are Unacceptable Waste.

2.4.3.1. Asbestos Waste. The Contractor shall only accept very limited amounts of asbestos wastes from City pre-approved residents.

2.4.3.2. Contaminated Soil. The Contractor shall only accept very limited amounts (less than or equal to 50 pounds) of contaminated soil from City pre-approved residents.

2.4.3.3. Electronic Waste. The Contractor shall not accept electronic waste and shall refer residents with electronic waste to the Miramar Recycling Center located next to the PHHWCF.

2.4.3.4. Photovoltaic (PV) Modules. The Contractor shall not accept photovoltaic modules and shall refer residents with PV modules to a universal waste handler that accepts PV modules: https://dtsc.ca.gov/photovoltaic-modules-pv-modules-universal-waste-management-regulations_uw-handlers/.

2.4.3.5. The Contractor may accept Unacceptable Waste or any HHW from ineligible participants that is delivered to the PHHWCF if the Contractor determines that safety considerations require accepting such wastes, and the City has provided the Contractor with advance approval to accept such wastes. In the event the Contractor accepts Unacceptable Wastes or wastes from ineligible participants without the advance approval of the City, the Contractor shall be responsible for all costs of managing such waste including, but not limited to, properly securing, storing, transporting, and disposing of such wastes. If City staff is unavailable, Contractor staff must receive approval by the Contractor's Project Manager. The Contractor shall follow all applicable federal, state, and local laws and City policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

2.4.3.6. The Contractor shall notify the City prior to accepting or rejecting any unusual wastes, large loads, and business waste. The Contractor's rejection or acceptance of such wastes must be approved in advance by the City's technical representative, or the Contractor's Project Manager, if City staff is unavailable.

2.4.3.7. Business Waste. The Contractor shall collect adequate documentation for all accepted suspected business waste, including but not limited to, accurate contact information, address, and telephone number of the waste generator. Contractor also shall complete a detailed waste inventory, cost estimate, and take photographs of the waste. If a City representative is not available, the Contractor shall have the waste generator complete the prescribed City forms for later billing.

2.4.3.8. If safety considerations allow, the Contractor shall refer residents with HHW from jurisdictions outside the City of San Diego to resources (phone numbers) within the residents' jurisdiction. The Contractor shall refer residents using a City-provided list of referral phone numbers for other HHW drop-off locations in other local jurisdictions.

2.4.4. Hot Zone Area. The Contractor shall ensure the hot zone and chemical bulking areas are covered with a layer of six (6) mil poly sheeting prior to each of day of operations at the PHHWCF at no additional cost to the City. The Contractor shall immediately tape or replace cut or missing sections of poly sheeting. The Contractor shall replace all PHHWCF poly sheeting at least once per month, or more frequently as determined by the City and the Contractor's Project Manager, at no additional cost to the City.

2.4.5. Safety Cones and Safety Equipment. The Contractor shall ensure that an adequate quantity of orange safety cones exists and are placed at the PHHWCF to fully control traffic movement throughout the entire site and ensure the safety of all workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall replace damaged, blackened, or faded cones, on a "like for like" basis, as-needed, or as determined by the City. The Contractor shall replace all safety cones on a "like for like" basis at the PHHWCF at least once during the term of the Contract, at no additional cost to the City. All safety cones at the PHHWCF are property of the City. The Contractor shall provide, install maintain and replace a wind directional device at a minimum of twice per

year or as determined by the City as needed. The Contractor shall be responsible for temporarily removing and replacing cones as needed to accommodate facility maintenance including monthly power sweeping.

2.4.6. Permit-by-Rule Signs. The Contractor shall maintain and provide all Permit-by-Rule signs in accordance with California Code of Regulations, Title 22, Section 67450.4(d)(8) and Section 67450.25(a)(4). Based on the dimensions of the PHHWCF, there are eight (8) locations around the fence of the PHHWCF that the City requires posting of a Permit-by-Rule sign. All Permit-by-Rule signs must be legible from a minimum distance of twenty-five (25) feet. The Contractor shall replace all Permit-by-Rule signs that are damaged, faded, or no longer legible from the minimum distance as determined by the City. The Contractor shall provide any additional signs required by the regulatory agencies, at no additional cost to the City. The Contractor shall provide separate English and Spanish versions of Permit-by-Rule signs or provide Permit-by-Rule signs written in both English and Spanish. The City must approve all Permit-by-Rule signs and any signs required by regulatory agencies prior to the placement of the signs at the PHHWCF. All Permit-by-Rule signs at the PHHWCF are the property of the City.

2.4.7. Regulatory Storage Requirements. See Attachment 3 – Floor Plan/Location of Hazardous Materials which shows the maximum onsite hazardous waste storage limits currently approved by the City Fire Department for all hazardous wastes. The Contractor shall comply with all storage requirements and limitations including ensuring the following storage limitations are not exceeded:

2.4.7.1. Used motor oil and antifreeze: limited to a combined total of eight (8) 55-gallon drums.

2.4.7.2. Home-generated sharps: limited to a maximum of thirty (30) calendar days storage onsite after the drum has reached capacity.

2.4.7.3. All other HHW types: maximum storage of 365 days from the drum accumulation start date.

2.4.8. HHW Shipment. The Contractor shall ship full HHW containers weekly from the PHHWCF when operating three or fewer days a week. When operating four or more days a week then the contractor shall ship full containers each Thursday and Saturday, unless otherwise directed by the City. The Contractor shall load all HHW containers into properly licensed and placarded vehicles and transport the HHW to pre-approved Treatment, Storage, and Disposal Facilities (TSDF). If the Contractor schedules a HHW shipment Monday through Friday, the Contractor shall notify the City at least two (2) business days prior to the date of shipment so City staff can be on-site to sign shipping documents. The Contractor may schedule delivery of supplies and materials Monday through Friday with the Contractor managing site access. The Contractor shall not schedule HHW shipments or materials and supplies deliveries to the PHHWCF on Sundays. Monday – Friday deliveries shall not impact mattress recycling activities per Section 2.2.2 of Exhibit B.

2.4.8.1. Consumer Battery Shipments. The Contractor shall transport all types of filled mail back boxes of properly packaged consumer batteries to their designated pre-paid transportation company (i.e. UPS, FedEx) at least monthly.

2.4.8.2. Semi-Annual Shipments. The City may dispose of increased quantities of HHW from the PHHWCF semi-annually (2 times/year), normally on the last day of operation in the months of June and December. The Contractor shall provide a transport vehicle(s) with sufficient capacity to transport all HHW requiring disposal as determined by the City on this day of operation to avoid transportation delays. The Contractor shall provide to the City an inventory of waste stored onsite at the PHHWCF five (5) business days prior to the last day of operation in the months of June and December. The inventory will list each waste container separately and whether the container is full or partially full.

2.4.8.3. Consolidation of Shipments. When directed by the City, the Contractor shall consolidate all HHW transported to the PHHWCF from THHWCF- Full Service, THHWCF- Recyclable, and THHWCF- Bulb and Battery events, Door-to-Door service, Miramar Landfill Load Check Program, and Sharps Kiosk service with other HHW collected during the PHHWCF hours of operations.

2.4.9. Trash Bin. The Contractor shall line each roll-off bin used for trash or other refuse accumulation with six (6) mil poly sheeting at no additional cost to the City. The poly liner shall include enough additional poly liner to allow for trash to be "burrito wrapped" and secured to prevent rainwater intrusion. The Contractor shall ensure all trash has been picked up and placed in the bins prior to departure from the PHHWCF.

2.4.10. Site Management. The Contractor shall on each day of operation ensure the PHHWCF area is clean and free of trash or debris, the trash bin has been covered as required by regulations, and the recycle bin has either been covered or collected by the Miramar Recycling Center. All cardboard type HHW storage containers shall be covered to protect them from inclement weather. All HHW storage containers shall be placed within chemical storage lockers in an orderly fashion and hazardous waste labels shall be visible from the doorway for ease in completing inspections.

2.4.10.1. Chemical Storage Lockers and Office. The Contractor shall schedule a minimum of quarterly (4 times/year) interior and exterior cleanings of three (3) chemical storage lockers with multi-compartments and the operations office at no additional cost to the City. The Contractor shall use appropriate cleaning products to remove the dirt, grime, and debris from all internal and external surfaces of the storage lockers and operations office. The Contractor shall at a minimum sweep the floors on the inside of the operations office on a weekly basis; clean the floor, desk, and counter surfaces on a quarterly basis; and clean the other interior surfaces twice per year.

2.4.10.2. Storage Areas. The Contractor shall always maintain clear passage through all outside chemical container storage areas and operational area aisle ways for emergency response. The Contractor shall ensure that HHW, equipment, and materials are properly stored in designated locations and secured against inclement weather including, but not limited to, rain and wind at the end of each operational day.

2.4.11. Facility Inspections. The Contractor shall conduct an inspection each operational day of the PHHWCF to ensure compliance with Permit-by-Rule (PBR), Storm Water, Chemical Release management, and San Diego Fire Code requirements. The Contractor shall also on at a minimum complete the following each operational day:

2.4.11.1. Storage Lockers. Perform a daily inspection on each operational day, of the interior and exterior of chemical storage lockers and secondary containment areas for spilled and leaked HHW. The Contractor shall remove spilled HHW by the end of the operational day.

2.4.11.2. HHW Containers. Inspect each operational day any remaining HHW container on site to ensure it is closed, properly labeled, protected against inclement weather, stored in the correct chemical storage locker or onsite storage area, and has not exceeded its storage time limit. The Contractor shall remedy any issue prior to leaving the site.

2.4.11.3. Fire Response Equipment. Perform an inspection each operational day of all emergency spill response equipment and fire extinguishers. The Contractor shall complete each fire extinguisher OSHA tag monthly. The Contractor shall ensure emergency spill response equipment and fire extinguishers are in proper working order. Any compromised or potentially non-operational equipment shall be reported to the City immediately.

2.4.11.4. Emergency Safety Equipment. Perform an inspection of each emergency shower and eye wash station prior to each day of operation. Any non-operational equipment shall be immediately reported to City staff and the Contractor shall take additional measures to have the minimum number of emergency showers and eye wash stations available per the PBR requirements to operate the PHHWCF.

2.4.11.5. Contractor's Site Equipment. Perform an inspection of the Contractor provided forklift(s), trucks, and other equipment prior to each operational day. The Contractor shall ensure equipment maintenance is completed as needed. The Contractor shall operate forklift(s), pallets, jacks, carts, and other equipment to prevent injury to the staff or public, or damage to a member of the public's vehicle, or the PHHWCF buildings, grounds, driveways, or fence.

2.4.12. Inclement Weather Equipment. The Contractor shall provide weather protection for bulking activities at the PHHWCF which cannot be conducted under the overhang of the permanent canopy during inclement weather. Upon the City's request and at no additional cost to the City, the Contractor shall provide all necessary canopies or other weather protection for operations that may be impacted by inclement weather.

2.4.13. Contractor Obligations. The Contractor shall comply with all the federal, state, and local laws and regulations when completing the scope of work. The Contractor shall comply and maintain the PHHWCF in accordance with all HHW Permit-by-Rule (PBR), Storm Water, and San Diego Fire Code regulations and requirements. The Contractor shall also adhere to the following:

2.4.13.1. Ground Lease. The PHHWCF is located on land leased by the City from the U.S. Department of the Navy pursuant to the 1995 Miramar Landfill Ground Lease. Any Contract resulting from this RFP is subject to the terms and conditions of the Ground Lease. The Contractor shall comply with all terms and conditions of the Ground Lease applicable to the Contractor and its operations. The Ground Lease is attached hereto as Attachment 4.

2.4.13.2. Landfill Gas Safety. The PHHWCF has an underground landfill gas collection system and monitoring wells. Potentially explosive landfill gas may be present in enclosed areas such as the PHHWCF office, vault boxes, storm drains, and trenches. The Contractor shall ensure ignition sources, including cigarettes, are not used near these areas.

2.4.13.3. Site Storm Water Plan. The Contractor shall comply with PHHWCF's Storm Water Pollution Prevention Plan and institute all controls needed to minimize any negative impact to the storm water collection system and environment.

2.4.13.4. PHHWCF Tours. The Contractor shall request in writing from the Contract Administrator City approval at least forty-eight (48) hours in advance of conducting any tours of the PHHWCF. The Contractor shall not conduct any tours of the PHHWCF unless written approval from the City has been provided.

3. Door to Door HHW Services. Door-to-Door HHW service is offered to City of San Diego residents on an as-needed basis. The City's customer service staff and HHW online appointment system tracks and screens requests for Door-to-Door service, determines eligibility, collects general waste inventory information, and provides a control number to the Contractor which authorizes this service. The Contractor shall complete the Door-to-Door HHW pick up when authorized. The City served a total of twenty five (25) city residents and collected approximately three (3) tons of HHW in FY 2022-2023. A summary of this information is included in Attachment 2 - Form CalRecycle 303 Report for the City of San Diego FY 2022-2023.

3.1 Contractor Responsibilities. The Contractor shall provide Door-to-Door HHW service

to include the labor, containers, packaging, pre-printed labeling, loading, transportation documentation, Door-to-Door service receipt, transportation to the PHHWCF, and consolidation of the wastes with PHHWCF wastes. The Contractor shall perform the Door-to-Door services in accordance with the Contractor's proposed plan as defined in Section 26.3.2 of Exhibit B, as approved by the City. The Contractor shall complete the Door-to-Door HHW pick up within ten (10) business days of notification by the City or on an agreed upon date to complete the service. The Contractor shall contact the resident to finalize the pick-up date and time details. The Contractor and City will mutually agree upon a timeframe for that communication to occur prior to the pick-up date. The Contractor shall also:

3.1.1 Waste Screening and Packaging. The Contractor shall efficiently and effectively identify HHWs by using the container label, information from the resident, and general characteristics of the waste (e.g., container type, weight) when accepting HHW from the resident. The Contractor shall identify unknown HHWs by utilizing recognized field-testing methods to determine a hazardous waste category. The testing protocol shall include, but is not limited to, pH paper, chlor-d-TECT test kits, and other specifically designed tests or test kits that would verify waste characteristics of an unknown chemical for packing the item per DOT requirements. The Contractor shall properly package all HHW according to the DOT regulations using container sizes that are the most cost effective for disposal and load the HHW into a licensed and properly placarded vehicle.

3.1.2 Sharps and Pharmaceutical Transport. The Contractor shall collect and transport home-generated sharps and pharmaceuticals excluding Scheduled Drugs listed in the Controlled Substance Act (21 USC sec. 801, et seq.) if offered at the time of a Door-to-Door pickup.

3.1.3 HHW Consolidation. The Contractor shall consolidate the HHW from Door-to-Door services with other HHW collected at the PHHWCF.

3.1.4 Documentation. The Contractor shall provide the City on the day of a Door-to-Door pickup with the following: 1) Inventory of the HHW collected from each Door-to-Door pickup; 2) Door-to-Door service receipt(s) signed by the resident(s); 3) City's Door-to-Door collection log; and 4) Any other Door-to-Door paperwork required by the City.

3.1.5 Unusual Conditions. The Contractor shall contact the City for guidance when any unusual conditions are encountered while providing Door-to-Door services. Unusual conditions include, but are not limited to, significant differences in HHW types or volumes from those listed on the City provided Door-to-Door inventory form; business waste; and Unacceptable Waste, as specified in Section 2.4.3 of Exhibit B. The City will have designated contact(s) available to answer Contractor's questions related to these services and to provide reauthorization in the event the Contractor encounters an unusual condition.

3.1.5.1 If a Door-to-Door service requires the collection of an extensive amount of HHW requiring onsite time in an excess of an hour and a half the City and Contractor may discuss the need to convert to an hourly labor and equipment rate versus the individual Door-to-Door charge. The City will notify the Contractor at the time of requesting Door-To-Door service if an hourly rate would be appropriate when a customer has informed the City of an extensive amount of HHW for collection. The Contractor may conduct a job walk of the location at no additional charge to the City. The Contractor shall contact the City to discuss conversion to an hourly rate when the Contractor encounters an extensive amount of HHW at a customer's residence beyond the amount of HHW notified to the Contractor.

3.1.6 Regional Emergencies. Provide Door-to-Door services to residents affected by a state of emergency or a pronounced catastrophic event including, but not limited to, fire, flood, and earthquake when requested by the City and at the City's discretion.

4. Sharps Mail-Back Service. A Sharps Mail-Back service is provided to San Diego residents

that provides an easy way for residents to properly manage sharps when no other alternatives are available. The resident receives an approved DOT mailing box with pre-paid postage at their home. The City screens requests for Sharps Mail-Back service, determines eligibility, and provides the qualifying resident's name, address, and the size of sharps mail back container to the Contractor.

4.1 Contractor Responsibilities. The Contractor shall provide a Sharps Mail-Back service to San Diego residents which provides an easy, postage paid, mail-back box with an approved sharps container. Residents shall receive at their residence a sharps container, either a one (1) quart, one and one-half (1.5) quart, or one (1) gallon size approved sharps container, and an approved DOT mailing box with pre-paid postage. The Contractor shall have a method to track the mailing and receipt of the sharps mail-back box as well as when the box has been shipped by the resident for disposal. The disposal method for the sharps may be autoclave and landfill or incineration. The Contractor shall also:

4.1.1 Ship the sharps mail-back container to the resident within five (5) business days of notification by the City.

4.1.2 Provide sharps mail-back container shipment and disposal information within five (5) business days when requested by the City.

5. Sharps Kiosk Collection. Sharps Kiosk Collection service is provided at nine (9) City locations. The PHHWCF's home-generated sharps consolidation point application allows consolidation of home-generated sharps that are collected from sharps kiosks at various locations within the City of San Diego. The City's preference for sharps disposal is autoclave to disinfect and deregulate the sharps, followed by municipal landfill disposal. Incineration of sharps can also be included as an alternative disposal option.

5.1 Contractor Requirements. The Contractor shall provide pre-printed labeling, collection, transportation and disposal of home-generated sharps collected at any of the sharps kiosks located around the City of San Diego to a pre-approved facility permitted and licensed to manage sharps, or may propose the collection and transportation of home-generated sharps to the PHHWCF for consolidation. The Contractor shall insert a replacement container when removing the sharps kiosk container for transport. The City reserves the right at any time to increase or decrease the number of sharps collection kiosks requiring service with sixty (60) calendar days prior written notification to the Contractor, and with no change in the per kiosk collection service price listed in Attachment 6 HHW Services Pricing Schedule. The Contractor shall also:

5.1.1 Provide Sharps Kiosk Collection services during the City facility's or designated location's business hours. The City and the Contractor shall establish mutually agreeable service hours when collecting sharps at each kiosk collection location, in accordance with the proposed plan, as approved by the City.

5.1.2 Provide the City disposal documents such as bill-of-lading or hazardous waste manifests on the day of the Sharps Kiosk Collection service.

5.1.3 Provide the City within five (5) business days of the collection and disposal of home-generated sharps from each sharps kiosk with the following: 1) The weight of sharps (in pounds) collected at each kiosk location; 2) Any additional reporting required by State or Federal agencies, or as determined by the City.

6. Temporary HHW Collection Events - Recyclable (THHWCF - Recyclable). The City holds on average eight (8) THHWCF - Recyclable events annually with the events operating on Saturdays usually in the months of September through May. At events, collection hours are typically from 9:00 a.m. to 1:00 p.m. The site use agreements allow site access typically from 6:00 a.m. to 4:00 p.m. The City will hold

THHWCF - Recyclable events at various locations city-wide including, but not limited to, City facilities, City parks, schools, and colleges. The City's focus is primarily on accepting used motor oil and oil filters, antifreeze, vehicle batteries, and contaminated oil (such as oil/water mixtures, oil/diesel mixtures, oil/gasoline mixtures, or oil/chlorinated solvents). The City may also request the Contractor collect various household batteries at these events. The additional wastes collected at these events would include, but are not limited to, lithium, nickel-cadmium, mercury, alkaline, metal hydride batteries; and all types and sizes of fluorescent bulbs and other lighting wastes (regulated lamps) from City residents. The City permits these events as THHWCF- Recyclable events to enable the City to address the receipt of other HHW inadvertently brought to the event by City residents such as flammable liquids, battery acid, and aerosol cans. The City has experienced between 100-1000 participants per event, depending on the event location. In FY 2022- 2023, the City collected over forty-eight (48) tons of HHW at these events. A summary of the event information is included in Attachment 2 - Form CalRecycle 303 Report for the City of San Diego FY 2022-2023. The City reserves the right at any time to add or subtract the number of events, type of HHWs accepted at an event, or days and hours of operation.

6.1 Contractor Responsibilities. The Contractor shall operate and manage all aspects of THHWCFs including, but not limited to, providing all labor, equipment, vehicles, mobilization, site security, traffic control, survey activities, waste collection, identification, segregation, testing, packaging (including PaintCare-provided materials, as applicable), pre-printed labeling, storage, removal, transportation documentation, transportation, disposal, and demobilization. The Contractor shall operate and manage all aspects of THHWCF- Recyclable events in accordance with the permits and property use agreements issued to the City for the THHWCF. The Contractor shall collect all types of consumer batteries and lighting wastes in addition to the oil and auto product related items at each event, when requested by the City. The Contractor shall provide separate mobilization pricing when consumer batteries and lighting wastes are requested by the City to be included in the THHWCF. The THHWCF invoice would have separate line items which reflect the mobilization cost per operational tier selected for the THHWCF portion and for the consumer battery and lighting waste portion.

6.1.1 Event Scheduling. The City will provide the Contractor, during the event planning stages, with the proposed event dates. The Contractor shall respond to the proposed event dates within ten (10) days of receipt acknowledging the acceptance of each event date or providing an alternate event date. The City and the Contractor will mutually agree upon the THHWCF- Recyclable event dates.

6.1.2 Event Set-up. The City will notify the Contractor ten (10) business days prior to a mutually agreed upon event date with the specific event details. The Contractor will receive the location, site EPA identification number, Contractor's staffing tier selected by the City and any additional labor requested, the types of HHW to be accepted at the event, site set-up maps, site use permit, regulatory Permit-by-Rule permit, general information on past activities at that location including participation, and other event information. Prior to every THHWCF- Recyclable event, the Contractor may conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

6.1.3 Event Staffing. All event rest breaks and lunches must be completed before 12:30 pm to minimize any impacts to closing the event and leaving the site within the site use agreement permit. If the event is overstaffed due to limited customer attendance, the City reserves the right to release any hourly employees.

6.1.4 Hot Zone and Unloading Zone Set-up. At most event locations, the THHWCF - Recyclable event site set-up shall include a Hot Zone that is double-sided providing two sides for off-loading participant vehicles unless otherwise specified. The Contractor shall operate an adequate number of off-loading stations on each side of the Hot Zone to ensure that participants are served within 15

minutes of their arrival to the event. The Contractor shall ensure the hot zone, off-loading area(s), and chemical bulking areas are covered with a layer of six (6) mil poly sheeting prior to each day of operations at the THHWCF - Recyclable event, at no additional cost to the City. The Contractor shall immediately tape or replace cut or missing sections of poly sheeting. The Contractor shall delineate the perimeter of the THHWCF - Recyclable event hot zone with a physical barrier in accordance with California Code of Regulations, Title 22, Section 67450.4(d).

6.1.5 Participant Screening and Survey Activities. The Contractor shall conduct survey activities and record City required information from each participant on a City-provided paper survey form and/or on an electronic device provided by the City. Through that survey process, the Contractor shall screen participants to ensure they are City of San Diego residents and bringing HHW making them eligible to participate in the event. If a participant is not eligible, the Contractor will refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City. The Contractor shall submit the completed survey forms and/or electronic device(s) to the City technical representative or designee at the end of each event. The Contractor shall not accept VSQG waste at a THHWCF - Recyclable event, unless specifically directed by the City.

6.1.6 Waste Screening and Packaging. The Contractor shall efficiently and effectively identify HHWs by using the container label, information from the event participant, and general characteristics of the waste (e.g., container type, weight) when unloading and sorting HHW and then properly packaging each waste as required by DOT regulations. The Contractor shall identify unknown HHWs by utilizing recognized field-testing methods to determine a hazardous waste category including but not limited to pH paper, chlor-d-tect test kits, and other specifically designed test kits that would verify characteristics of an unknown chemical for packaging the item per DOT requirements. The Contractor shall package all HHW into appropriate container sizes that are most cost-effective for disposal.

6.1.7 Safety Equipment. The Contractor shall use an adequate quantity of orange safety cones 18 inches or taller to create a clear traffic pattern to fully control traffic movement throughout the entire site and ensure the safety of all event participants and workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall, at no additional cost to the City, also supply twenty (20) orange safety cones 28 inches tall for placement in strategic event traffic locations for additional visibility such as the location(s) where the event participants will be stopped and to demarcate the unloading zone. The Contractor shall not use damaged, blackened, or faded cones. The Contractor shall provide weather protection for bulking and packaging activities at the event during inclement weather at no additional cost to the City.

6.1.8 HHW Disposal. The Contractor shall properly package the HHW according to DOT regulations, label each container, and complete all required disposal documentation at the event for review and approval by the City representative. The Contractor shall package the HHW into varying sizes of DOT approved containers using the most economical option. The Contractor shall at the end of each THHWCF - Recyclable HHW Collection Event ensure that all HHW is appropriately loaded into a properly licensed and placarded truck and transported to a pre-approved TSDF, or the PHHWCF when required by the City. The Contractor shall provide the City a sample from each tote, container, and truck that collected used motor oil during event operations prior to departing the event site. If a truck or container arrives at the event site with any contents, a sample must be taken prior to placing any collected used oil or antifreeze from the event into the truck or container.

6.1.8.1 Consumer Battery Shipments. The Contractor shall transport all types of filled mail-back boxes of properly packaged consumer batteries to their designated pre-paid transportation company (i.e., UPS, FedEx) at least monthly.

6.1.9 Uncollectible Wastes for THHWCF - Recyclable. The Contractor shall not

collect any HHW that is beyond the approved HHW noticed for the event as listed in Section 6 of Exhibit B. If an event participant brings uncollectible wastes to the THHWCF - Recyclable event, the Contractor shall refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City. The Contractor may collect additional HHW that is beyond the approved HHW for the event from an eligible participant if the Contractor determines that safety considerations require accepting such wastes, and the City has provided the Contractor with advance approval to accept such wastes. The Contractor shall follow all applicable federal, state, and local laws and City policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

6.1.10 Housekeeping and Trash Bins. The Contractor shall line each roll-off bin used for trash accumulation with six (6) mil poly sheeting at no additional cost to the City. The poly liner shall include enough additional poly liner to allow for the trash or other refuse to be "burrito wrapped" and secured to prevent rainwater intrusion. Contractor shall ensure that the event site and all work areas are clean and free of all trash and debris and the trash is placed in the bin prior to departure from the event.

6.1.11 Mobilize and Demobilize. The Contractor shall mobilize and demobilize all equipment, vehicles, and supplies to the event location on the same day. No provisions in the site use permits or contracts allow for storage of any equipment, vehicles, and supplies. The Contractor shall abide by all site use permit terms and conditions including, but not limited to, cleaning and clearing the event site of all trash, debris, and chemical releases prior to departure.

7. Temporary HHW Collection Events- Full Service (THHWCF- Full Service). The City may hold one or more THHWCF -Full Service events annually with the events operating on Saturdays usually in the months of September through May. At events, collection hours are typically from 9:00 a.m. to 1:00 p.m. The site use agreements allow site access typically from 6:00 a.m. to 4:00 p.m. The City will hold THHWCF-Full Service events at various locations city-wide including, but not limited to, City facilities, City parks, schools, and colleges. The City's focus is primarily on accepting HHW's typically found in households and that are consistent with waste accepted at the PHHWCF from City residents as stated in Section 2.1 of Exhibit B. The City permits these events as a THHWCF to enable the City to address the receipt of other HHW inadvertently brought to the event by City residents such as flammable liquids, battery acid, and aerosol cans. The City reserves the right at any time to add or subtract the number of events, type of HHWs accepted at an event, or days and hours of operation. The City may at its option conduct one or more THHWCF-Full Service events for the collection of all HHWs excluding Unacceptable Waste as listed in Section 2.4.3 et seq. of Exhibit B or any other wastes not approved for the event.

7.1 Contractor Responsibilities. The Contractor shall operate and manage all aspects of THHWCFs including, but not limited to, providing all labor, equipment, vehicles, mobilization, site security, traffic control, survey activities, waste collection, identification, segregation, testing, packaging (including PaintCare provided materials, as applicable), pre-printed labeling, storage, removal, transportation documentation, transportation, disposal, and demobilization. The Contractor shall operate and manage all aspects of the THHWCF-Full-Service event in accordance with the permits and property use agreements issued to the City for the THHWCF. HHWs include those typically found in households and that are consistent with waste accepted at the PHHWCF from City residents as stated in Section 2.1 of Exhibit B.

7.1.1 Event Scheduling. The City will provide the Contractor, during the event planning stages, with the proposed event dates. The Contractor shall respond to the proposed event dates within ten (10) days of receipt acknowledging the acceptance of each event date or providing an alternate event date. The City and the Contractor will mutually agree upon the THHWCF-Full Service event dates.

7.1.2 Event Set-up. The City will notify the Contractor ten (10) business days prior to a mutually agreed upon event date with the specific event details. The Contractor will receive the location, site EPA identification number, Contractor's staffing tier selected by the City and any additional labor requested, the types of HHW to be accepted at the event, site set-up maps, site use permit, regulatory Permit-by-Rule permit, general information on past activities at that location including participation, and other event information. Prior to every THHWCF - Full Service event, the Contractor may conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

7.1.3 Event Staffing. All event rest breaks and lunches must be completed before 12:30 pm to minimize any impacts to closing the event and leaving the site within the site use agreement permit. If the event is overstaffed due to limited customer attendance, the City reserves the right to release any hourly employees.

7.1.4 Hot Zone and Unloading Zone Set-up. At most event locations, the THHWCF - Full Service event site set-up shall include a Hot Zone that is double-sided providing two sides for off-loading participant vehicles unless otherwise specified. The Contractor shall operate an adequate number of off-loading stations on each side of the Hot Zone to ensure that participants are served within 15 minutes of their arrival to the event. The Contractor shall ensure the hot zone, off-loading area(s), and chemical bulking areas are covered with a layer of six (6) mil poly sheeting prior to each of day of operations at the THHWCF-Full Service event, at no additional cost to the City. The Contractor shall immediately tape or replace cut or missing sections of poly sheeting. The Contractor shall delineate the perimeter of the THHWCF-Full Service event hot zone with a physical barrier in accordance with California Code of Regulations, Title 22, Section 67450.4(d).

7.1.5 Participant Screening and Survey Activities. The Contractor shall conduct survey activities and record City required information from each participant on a City-provided paper survey form and/or on an electronic device provided by the City. Through that survey process, the Contractor shall screen participants to ensure they are city of San Diego residents and bringing HHW making them eligible to participate in the event. If a participant is not eligible, the Contractor will refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City. The Contractor shall submit the completed survey forms and/or electronic device(s) to the City at the end of each event. The Contractor shall not accept VSQG waste at a THHWCF- Full Service event, unless specifically directed by the City.

7.1.6 Waste Screening and Packaging. The Contractor shall efficiently and effectively identify HHWs by using the container label, information from the event participant, and general characteristics of the waste (e.g. container type, weight) when unloading and sorting HHW and then properly packaging each waste as required by DOT regulations. The Contractor shall identify unknown HHWs by utilizing recognized field-testing methods to determine a hazardous waste category including but not limited to pH paper, chlor-d-tect test kits, and other specifically designed test kits that would verify characteristics of an unknown chemical for packaging the item per DOT requirements. The Contractor shall package all HHW into appropriate container sizes that are most cost effective for disposal.

7.1.7 Safety Equipment. The Contractor shall use an adequate quantity of orange safety cones 18 inches or taller to create a clear traffic pattern to fully control traffic movement throughout the entire site and ensure the safety of all event participants and workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall, at no additional cost to the City, also supply twenty (20) orange safety cones 28 inches tall for placement in strategic event traffic locations for additional visibility such as the location(s) where the event participants will be stopped and to demarcate the unloading zone. The Contractor shall not use damaged, blackened, or faded cones. The Contractor shall

provide weather protection for bulking and packaging activities at the event during inclement weather at no additional cost to the City.

7.1.8 HHW Disposal. The Contractor shall properly package the HHW according to DOT regulations, label each container, and complete all required disposal documentation at the event for review and approval by the City representative. The Contractor shall package the HHW into varying sizes of DOT approved containers using the most economical option. The Contractor shall at the end of each THHWCF - Full Service event ensure that all HHW is appropriately loaded into a properly licensed and placarded truck and transported to a pre-approved TSDF, or the PHHWCF when required by the City. The Contractor shall provide the City a sample from each tote, container, and truck that collected used motor oil during event operations prior to departing the event site. If a truck or container arrives at the event site with any contents, a sample must be taken prior to placing any collected used oil or antifreeze from the event into the truck or container.

7.1.8.1 Consumer Battery Shipments. The Contractor shall be responsible to transport all types of filled mail-back boxes of properly packaged consumer batteries to their designated pre-paid transportation company (i.e. UPS, FedEx) at least monthly.

7.1.9 Uncollectible Wastes for THHWCF - Full Service. The Contractor shall not collect any HHW that is beyond the approved HHW noticed for the event as listed in Section 7 of Exhibit B. If a participant brings uncollectible wastes to the THHWCF, the Contractor will refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City. The Contractor may collect additional HHW that is beyond the approved HHW noticed for the event from an eligible participant if the Contractor determines that safety considerations require accepting such wastes, and the City has provided the Contractor with advance approval to accept such wastes. The Contractor shall follow all applicable federal, state, and local laws and City policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

7.1.10 Housekeeping and Trash Bins. The Contractor shall line each roll-off bin used for trash accumulation with six (6) mil poly sheeting at no additional cost to the City. The poly liner shall include enough additional poly liner to allow for the trash to be "burrito wrapped" and secured to prevent rainwater intrusion. Contractor shall ensure that the event site and all work areas are clean and free of all trash and debris and the trash is placed in the bin prior to departure from the event.

7.1.11 Mobilize and Demobilize. The Contractor shall mobilize and demobilize all equipment, vehicles, and supplies to the event location on the same day. No provisions in the site use permits or contracts allow for storage of any equipment, vehicles, and supplies. The Contractor shall abide by all site use permit terms and conditions including, but not limited to, cleaning and clearing the event site of all trash, debris, and chemical releases prior to departure.

8. Miramar Landfill Load Check Program. The City diverts hazardous waste received at the Miramar Landfill through Load Check Program inspections. City staff is responsible for packaging the hazardous waste collected by the Load Check Program. The City's Load Check Program randomly inspects waste loads being disposed at the Miramar Landfill for the presence of unacceptable wastes including hazardous wastes. The City requires the customer (generator) to arrange for pickup and disposal of any hazardous wastes where a generator or responsible party can be identified. If the generator fails to do so, the City will arrange proper disposal and invoice the generator for these services. The City is considered the generator for hazardous waste discovered in the public tipping area when the City cannot identify the generator. The City presumes these wastes are disposed by residents or VSQGs and the City manages the wastes as HHW. The Load Check Program disposes of HHW on an average of once every two months. During FY 2022-2023, the City disposed of approximately twenty-four (24) tons of hazardous waste, including covered electronics and universal waste electronic devices, through the Load Check Program. A

summary of this information is included in Attachment 2 – Form CalRecycle 303 Report for the City of San Diego FY 2022-2023.

8.1 Contractor Responsibilities. The Contractor shall provide all labor, materials, containers (including PaintCare-provided materials, as applicable), accurate pre-printed labeling (e.g., hazardous waste and universal waste labels), loading, transportation documentation, transportation, and disposal for the Miramar Landfill Load Check Program. The Contractor shall use Miramar Landfill Load Check Program information to complete the generator information on pre-printed labels. The Contractor shall provide a sample of each hazardous waste label requested by the Load Check Program for review and approval prior to printing. The Contractor shall provide a revised sample label for review and approval if revisions are requested by the City. The Contractor shall describe in detail any procedures or requirements specific to accepting hazardous waste packaged by City staff. The Contractor shall perform the Miramar Landfill Load Check Program services in accordance with the Contractor's proposed plan listed in Section 26.3.8 of Exhibit B, as approved by the City.

8.1.1 Waste Pick Up Scheduling. The Contractor shall pick up HHW from the Load Check Program within ten (10) business days from the day of the request from City staff or by any specific pickup date requested by City staff to ensure compliance with accumulation time limits set forth in the California Code of Regulations, Title 22. The Contractor shall provide a date and time for the pickup within three (3) business days from the day of request by City staff. The Contractor shall provide notice to City staff forty-eight (48) hours prior to the scheduled pickup of any change to the scheduled pickup time. The City may increase or decrease the HHW pickup frequency as needed for the waste volume collected. The City may request a pickup within forty-eight (48) hours for those hazardous wastes that the City does not have a permit to store on-site or deems a potential safety hazard. The Contractor shall pick up and transport the HHW generated by the Load Check Program at increased frequencies when directed by the City.

8.1.2 Packaging Wastes. The Contractor shall provide the Load Check Program with inventory forms for lab-packed wastes, at no additional cost to the City. The Contractor shall provide current inventory forms in electronic format for printing by the City as needed. The Contractor shall pick up the HHW generated and packaged by the Load Check Program and transport the HHW in a properly licensed and placarded vehicle to a pre-approved licensed TSDF. The Contractor shall include in their Proposal lab packing guidelines for Load Check staff to follow in preparing wastes for pick up. The City reserves the right to transfer small amounts of oil, oil filters, antifreeze, vehicle batteries and other HHW from the Load Check Program to the PHHWCF. The Contractor will be responsible for transporting HHW from the Load Check Program's hazardous waste accumulation area to the PHHWCF when requested by the City. The HHW includes, but is not limited to, cubic yard boxes of paint.

8.1.3 Electronic Waste. The Load Check Program collects, packages, and reports to regulatory agencies the type and amount of "covered electronic waste (CEW)" collected as required by the Electronic Waste Recycling Act of 2003. The City will retain the status of an "approved collector" and has no present intention of entering into an agreement with any other approved collector to become the City's "designated approved collector" as defined in 14 California Code of Regulations (CCR), Section 18660.47. Since the components of electronic devices may be considered hazardous due to heavy metals or other constituents, the end-of-life handling of some electronic discards shall be handled as required by the Federal Resource Conservation and Recovery Act (RCRA) and State Health and Safety Code hazardous waste control laws, and specifically 14 CCR, Division 7, Chapter 8.2. The Contractor shall be able to identify all CEWs/Covered Electronic Devices listed in 22 CCR, Section 66260.201. As changes occur in the CEW regulations, such as additional electronic devices being added to the CEW list, those regulatory changes will become effective and applicable under this contract once the regulatory changes are in effect as specified within the regulations.

8.1.4 Technical Assistance. Upon award of the Contract, and at no additional cost to

the City, the Contractor shall provide initial and annual training to City staff on the Contractor's packaging requirements to ensure the City's conformance with Contractor's or TSDF waste acceptance criteria. The Contractor shall provide, at no additional cost to the City, technical assistance to City staff and meet with City staff, as required by the City, in determining proper shipping name, identification number, hazard class, packing group and any special packaging requirements and clarification of Lab Packing requirements. The Contractor shall review all inventory sheets for shipments of hazardous waste prior to pickup to ensure accuracy and compliance with all transportation regulations and TSDF acceptance criteria. The Contractor shall contact the City and confirm that the wastes listed on the inventory sheets meet all transportation regulations, Contractor's requirements, and TSDF acceptance criteria. If corrections are necessary, the Contractor shall notify the City, so City staff can make the necessary corrections prior to waste pickup.

8.1.5 HHW Disposal. The Contractor shall properly package according to the DOT regulations, label, and complete all required disposal documentation for review and approval by the Load Check Program representative. The Contractor shall ensure all HHW is appropriately loaded into a properly licensed and placarded vehicle and transported to the pre-approved TSDF or the PHHWCF, when required by the City.

8.1.6 Housekeeping. The Contractor shall schedule with the Load Check Program Supervisor up to two (2) cleanings per year of the interior and exterior of a three-compartment chemical storage locker located near the Miramar Landfill field operations trailers (32.854763, -117.151164). The Contractor shall use appropriate cleaning products to remove the dirt, grime, and debris from all internal and external surfaces of the storage lockers. This chemical locker cleaning activity may be coordinated on the same day as the chemical locker cleaning activity occurring at the PHHWCF.

9. Temporary Bulb and Battery HHW Collection Events (THHWCE-Bulb and Battery). The City holds typically one (1) and may hold as many as six (6) THHWCE-Bulb and Battery annually with the event operating on a Saturday usually in the months of September through May. Event collection hours may be any time from 8:00 a.m. to 3:00 p.m. The event focuses on accepting specific recyclable HHW such as fluorescent bulbs, other types of lighting waste (regulated lamps), and all types of consumer batteries including lead-acid batteries from residents. The participation at this event ranges from 50-400 participants. The City will make event notifications for regulatory purposes to the local Certified Unified Program Agency. The City may hold this event and potentially other Recyclable HHW Collection Events at various locations city-wide including but not limited to City facilities, City parks, schools and colleges. During FY 2022-2023, the City accepted approximately one half of a ton (0.5) of fluorescent bulbs and consumer batteries from the THHWCE-Bulb and Battery event. A summary of this information is included in Attachment 2 - Form CalRecycle 303 Report for the City of San Diego FY 2022-2023.

9.1 Contractor Responsibilities. The Contractor shall operate and manage all aspects of THHWCE - Bulb and Battery events including, but not limited to, providing all labor, equipment, vehicles, mobilization, site security, traffic and survey activities, waste collection, identification, segregation, testing, packaging, pre-printed labeling, storage, loading, transportation documentation, transportation, disposal, and demobilization. The Contractor shall operate and manage all aspects of the THHWCE - Bulb and Battery events in accordance with the permits and property use agreements issued to the City for the event. The City may hold THHWCE -Bulb and Battery events between Monday and Saturday for City residents. The Contractor shall staff accordingly to demobilize from the site by 5:00 p.m. The City reserves the right to increase or decrease the hours of operation, types of bulbs and batteries collected, and number of events held annually.

9.1.1 Event Scheduling. The City will provide the Contractor with the proposed event dates during the event planning stages. The Contractor shall respond to the proposed event dates within ten (10) business days of receipt acknowledging the acceptance of each event date or providing an alternate event date. The City and the Contractor will mutually agree upon each event date.

9.1.2 Event Set-up. The City will notify the Contractor ten (10) business days prior to a mutually agreed upon event date with the specific event details. The Contractor will receive the location, event collection hours, event staffing tier selected by the City, number and job classification of Contractor's hourly staff selected, the types of bulbs and batteries HHW to be accepted at the event, site set-up maps, site use permit, regulatory Recycle Only event notification, general information on past activities at that location including participation, and other event information. Prior to every THHWCE - Bulb and Battery event, the Contractor may conduct site visits with City staff and verify the suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

9.1.3 Collection Area. The collection event site set up shall include an adequate number of off-loading stations to ensure that participants are served within 15 minutes of their arrival to the event. The Contractor shall ensure the off-loading area(s), and packaging areas are covered with a layer of six (6) mil poly sheeting prior to operations at the event, at no additional cost to the City. The Contractor shall immediately tape or replace cut or missing sections of poly sheeting.

9.1.4 Safety Equipment. The Contractor shall ensure that an adequate quantity of orange safety cones 18 inches or taller are available and utilized in a way to fully control traffic movement throughout the entire event site and ensure the safety of all event participants and workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall, at no additional cost to the City, supply twenty (20) orange safety cones 28 inches tall for placement in strategic event traffic locations for additional visibility such as the location(s) where event participants will be stopped and to demarcate the unloading zone. The Contractor shall not use damaged, blackened, or faded cones. The Contractor shall provide weather protection for packaging activities at the event during inclement weather, at no additional cost to the City.

9.1.5 Participant Screening and Survey Activities. The Contractor shall conduct survey activities and record City required information from each event participant on a City-provided paper survey form and/or on an electronic device provided by the City. Through that survey process, the Contractor shall screen participants to ensure they are City of San Diego residents with HHW making them eligible to participate in the event. If a participant is not eligible, the Contractor will refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City. The Contractor shall submit the completed survey forms and/or electronic device(s) to the City at the end of each event. The Contractor shall not accept VSQG waste at an event, unless specifically directed by the City.

9.1.6 HHW Disposal. The Contractor shall properly package wastes according to the DOT regulations, and label, and complete all required disposal documentation at the event for review and approval by the City representative. The Contractor shall package the HHW into varying sizes of DOT approved containers using the most economical option. The Contractor shall at the end of each event ensure all HHW is appropriately loaded into a properly licensed and placarded vehicle and transported to the pre-approved TSD or the PHHWCF, when required by the City.

9.1.6.1 Consumer Battery Shipments. The Contractor shall be responsible to transport all types of filled mail-back boxes of properly packaged consumer batteries to their designated pre-paid transportation company (i.e., UPS, FedEx) at least monthly.

9.1.7 Uncollectible Wastes - THHWCE - Bulb and Battery. The Contractor shall not collect any HHW that is beyond the approved HHW noticed for the event as listed in Section 9 of Exhibit B. If a participant brings uncollectible waste to the event, the Contractor will refer the participant to the City's HHW website for additional information and provide any outreach materials supplied by the City.

9.1.8 Housekeeping and Trash Bin. The Contractor shall line any roll-off bin or adequate solid waste container used for trash accumulation with six (6) mil poly sheeting at no additional cost to the City. For a roll-off bin, the poly liner shall include enough additional poly liner to allow for the trash to be "burrito" wrapped and secured to prevent rainwater intrusion. The Contractor shall ensure that the event site and all work areas are clean and free of all trash and debris and the trash is placed in the bin prior to departure from the event.

9.1.9 Mobilize and Demobilize. The Contractor shall mobilize and demobilize all equipment, vehicles, and supplies to the event location on the same day. No provisions in the site use permits or contracts allow for storage of any equipment, vehicles, and supplies. The Contractor shall abide by all site use permit terms and conditions, including but not limited to, cleaning and clearing the event site of all trash, debris, and chemical releases prior to departure.

10. City Responsibilities.

10.1 Contract Oversight. The City will provide the following contract oversight activities: 1) Administer, monitor, and review performance of programs under the contract(s) entered into under this RFP; 2) Review invoices and authorize payment; 3) Adjust customer participation limits if needed to remain within budget allocations; 4) Work with Contractor to ensure a smooth transition when new services are implemented; 5) Apply for and receive payments awarded by the CalRecycle Used Oil Payment Program or any other pertinent grant; and 6) Track expenditures related to the collection and disposal of HHW.

10.2 Reports and Documentation. The City will complete the following reports and documentation activities: 1) Prepare the CalRecycle Form 303 Reports from the Contractor's invoice and disposal method information; 2) Maintain documents required by Used Oil Payment Program guidelines and complete the online annual report; and 3) Maintain records of waste disposal documentation including Door-to-Door service requests and waste receipts.

10.3 Operational Activities. The City will complete the following operational activities: 1) Act in an oversight capacity as Assistant Site Managers at the PHHWCF, and THHWCF-Recyclable, THHWCF- Full Service, and THHWCE - Bulb and Battery events; 2) Review and sign all shipping documents and related paperwork; 3) Provide keys to the PHHWCF buildings; 4) Contact, screen, and assign residents for participation in Door-to-Door services and provide the Contractor with a reference or control number for each approved resident; 5) Create a weekly appointment roster of all screened participants and set the PHHWCF and/or temporary event operational tier at least two days prior to each operating day; 6) Approve all HHW disposal profiles; and 7) Create and provide all survey forms and/or electronic equipment to capture residents survey information.

10.4 Permits and Property Use Agreements. The City will: 1) Obtain EPA ID numbers; 2) Prepare and submit DTSC Permit-by-Rule (PBR) required paperwork packages (three page description of the event) for PHHWCF, THHWCF- Recyclable, and THHWCF- Full Service; 3) Prepare a recycle only notification for the local CUPA for THHWCE-Bulb and Battery events; 4) Prepare and submit home-generated sharps consolidation permits; 5) Provide the event site and execute property use agreements with the property owners for THHWCF-Recyclable, THHWCF-Full Service, and THHWCE-Bulb and Battery events; and 6) complete HHW notifications to local agencies.

10.5 Load Check Activities. City staff will identify, sort, and/or package hazardous waste received through Load Check Program activities.

10.6 PHHWCF Infrastructure. The City will provide the infrastructure to operate the PHHWCF including roads, utilities, restroom trailer except as specified in Section 2.3 of Exhibit B, operations office within the roofed operations area, chemical storage lockers, cardboard recycling bin, trash disposal bin, fencing, lighting, and utilities including electricity, water, trash, and recycling.

10.7 Outreach. The City will: 1) Operate a customer service phone center to address residents' HHW questions; 2) Maintain a City website with HHW information; 3) Maintain an on-line PHHWCF appointment system; and 4) Prepare and distribute all publicity on City HHW services to include, but not be limited to, brochures, press releases, flyers, articles, advertisements, signs, and banners.

11. Contractor Staffing. The Contractor shall provide staffing for all work completed under this Contract ensuring that personnel always work in a safe manner, are professional, efficient, and effective. The Contractor shall ensure that personnel assigned to work activities related to any Contract resulting from this RFP are familiar with the City's specific requirements, acceptance policies, and site-specific operation plans prior to starting work. The Contractor shall provide adequate personnel coverage that meets the minimum operational tier set even in the event of staff illness and personal emergencies. If the Contractor falls under the minimum staffing level for the operational tier set, the Contractor shall be responsible for any costs incurred by the City due to understaffing such as Contractor and City staff overtime beyond normal operational hours. The Contractor shall reimburse the City in the monthly invoice for additional costs incurred. The Contractor shall not use volunteer workers for the performance of any Contract resulting from this RFP.

11.1 Staff Customer Service. The Contractor's employees and subcontractors shall conduct themselves in a professional and courteous manner and be always attentive to customer service.

11.1.1 Staff Conduct. The City's designated representatives may require the Contractor to remove from the work site any employee(s) or subcontracted employee(s) deemed careless, incompetent, or otherwise objectionable for reasonable cause, whose continued employment on the job is considered to be contrary to the best interests of the City.

11.1.1.1 The Contractor shall bar personnel from using electronic communication or entertainment devices including but not limited to cell phones, tablets, laptop computers, and MP3 players while working, except for devices used solely for accomplishing work covered under any Contract resulting from this RFP. Exceptions will be permitted to allow personnel to take a brief call where the individual is being contacted regarding an important family matter or emergency. Personnel may use electronic communication devices on rest periods in a designated rest area separate from collection events or PHHWCF operations, provided the use of the device is not deemed inappropriate or objectionable by the City. The reading of newspapers, listening to music, viewing social media, or any other activities not directly related to the activities covered under any Contract resulting from this RFP shall be limited to rest periods in a designated rest area.

11.1.2 Staff Work Attire and Personal Protective Equipment. The Contractor shall ensure all personnel are fully clothed in clean, intact, suitable attire for the work assignment in accordance with all regulatory requirements. Personnel assigned by the Contractor to work within designated areas, such as the hazardous waste handling area (hot zone), shall wear appropriate personal protective equipment and a high visibility safety vest if they are involved in traffic control. Personnel assigned by the Contractor to conduct surveys or traffic control shall wear a full shirt, long pants, closed toe shoes, and a high visibility safety vest. The Contractor shall immediately replace any dirty, stained, faded, or damaged outerwear such as safety vests.

11.1.2.1 The Contractor shall furnish personnel who interact with the public with readily visible identification that includes the name of the Contractor's company. Personnel who

have contact with the public and must wear this identifying clothing or badge, include but are not limited to, staff responsible for Door-to-Door pickups, THHWCF – Full Service, THHWCF – Recyclable, THHWCE – Bulb and Battery, PHHWCF appointments or drop-in screening, surveying, unloading, and traffic control. This requirement applies to all personnel that have contact with the public even as a temporary assignment such as coverage for rest breaks.

11.2 Training and Experience Requirements. The Contractor's staff performing the Scope of Work under this Contract shall have current requisite training, certifications, registrations, licenses, knowledge, experience, skills, and abilities to perform the Scope of Work effectively and efficiently. The training shall include, but is not limited to, information and experience 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 shall provide all certifications of the required training before the employee or subcontractor initiates the work.

11.2.1 Training. The Contractor shall provide at the time of submission of the Proposal valid certifications for the PHHWCF Chemist, Site Manager, and any key contractor staff classification that requires Hazardous Waste Operations and Emergency Response (HAZWOPER) training, and Department of Transportation (DOT) training compliant with 49 CFR 172.700 through 172.704. The Contractor shall also provide these certifications for all Technicians used to complete the Scope of Work prior to starting work. The Contractor shall keep all certifications current during this Contract and provide updated certifications at the time each expires so there is no disruption in service.

11.2.2 Contractor Experience. The Contractor and all subcontractor(s) shall have a minimum of three (3) years' experience performing a similar Scope of Work for other entities of comparable size and complexity within the State of California. The Contractor shall demonstrate they have managed contract(s) servicing a minimum of 250 tons of hazardous waste per year, excluding electronic and universal waste.

11.2.3 Key Personnel Experience. The Contractor shall demonstrate that key personnel identified below performing the work have the following minimum comparable experience in complexity and volume as required for the scope of work for each job classification listed below at the time of submission of the Proposal:

11.2.3.1 Project Manager. The Contractor shall fill the key position of Project Manager with a full-time employee from within the Contractor's organization. The Contractor's staff filling this key position shall have, at a minimum, two (2) years' experience of similar complexity and volume of HHW and have a thorough understanding of the Contract.

11.2.3.2 Site Manager. The Contractor shall fill this key position of Site Manager with a full-time or part-time employee from within the Contractor's organization. The Contractor's staff filling this key position shall have at a minimum two (2) years' experience of similar complexity and volume of HHW and an understanding of the Contract.

11.2.3.3 PHHWCF, THHWCF – Full Service and Recyclable Collection Events, THHWCE – Bulb and Battery Collection Event Chemist. Contractor personnel working in the Chemist position at the PHHWCF must segregate, test, and categorize a wide variety of unknown substances including, but not limited to the following unlabeled wastes previously received at the PHHWCF: oxidizing acids, potassium permanganate, picric acid, formaldehyde, and radioactive wastes. The Contractor shall fill this key position of PHHWCF Chemist with a full-time or part-time employee from within the Contractor's organization. Personnel working in the PHHWCF Chemist position must possess a chemistry degree consisting of classes in both organic and inorganic chemistry and at least two (2) years of experience working in a chemist position at permanent or temporary HHW collection events of similar complexity and volume. Other equivalent combinations of education and experience that fulfill the requirements for this

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position may be submitted to the City on an individual basis for review and approval. The PHHWCF Chemist position shall also have received extensive training on DOT packaging requirements. If the selected PHHWCF Chemist is not performing their tasks in a competent, safe, efficient, or accurate manner, the City retains the right to request immediate removal and replacement of the chemist holding the position with a more qualified person.

11.3. Required Personnel for Activities. The City has identified the activities that require personnel with specific knowledge and training in Table 1, Required Personnel for Activities.

Table 1 – Required Personnel for Activities

Activities	PHHWCF	Door-to-Door	Load Check Program	THHWCF-Recyclable Collection Event	THHWCF-Full Service Collection Event	THHWCF-Bulb and Battery Collection Event	Sharps Kiosk Collection
Site Management	Required	As Required	N/A	Required	Required	Required	As Required
Segregation	Required	Required	N/A	Required	Required	Required	As Required
Testing and Categorization of Unknown Wastes	Required	Required	N/A	Required	Required	Required	As Required
Waste Unloading	Required	Required	N/A	Required	Required	Required	Required
Waste Packaging	Required	Required	N/A	Required	Required	Required	Required
Traffic Control	Required	N/A	N/A	Required	Required	Required	N/A
Appointment Screening	Required	N/A	N/A	N/A	As Required	As Required	N/A
Drop-in Screening	Required	N/A	N/A	N/A	As Required	As Required	N/A
Survey Completion	Required	N/A	N/A	Required	Required	Required	N/A
Transportation	Required	Required	Required	Required	Required	Required	Required

Footnote: N/A – Not Applicable to this activity.

11.4. Staffing Levels Per Activity. The Contractor shall provide on the Pricing Schedule pages the personnel necessary to ensure that Contractor’s employees commence the unloading of a customer’s waste within fifteen (15) minutes of the customer’s arrival at the PHHWCF, THHWCF -Full Service, THHWCF – Recyclable, and THHWCF-Bulb and Battery events. The Contractor shall submit in their proposal and provide sufficient personnel required to perform the activities listed in Table 1 as well

as any additional personnel the Contractor deems necessary to meet the requirements of any Contract resulting from this RFP. The Contractor shall adhere to the staffing requirements stated in Section 1.3 of Exhibit B. The City reserves the right to negotiate changes to Contractor staffing levels including the use of City staff to provide some or all the staff assigned to operate the PHHWCF, THHWCF - Full Service, THHWCF - Recyclable and THHWCE - Bulb and Battery events; provide VSQG service; or to provide some or all traffic and survey staff. The Contractor shall comply with any negotiated changes to the Contractor's staffing levels.

11.4.1. Staffing Roster. The Contractor shall provide a list of Contractor's staff that will perform services at the PHHWCF, THHWCF - Full Service, THHWCF - Recyclable, and THHWCE - Bulb and Battery events and a description of their assigned duties, to the City a minimum of three (3) business days prior to the activity.

11.4.2. HHW Driver. The DOT certified hazardous waste driver that will transport the HHW collected at the PHHWCF, THHWCF - Full Service, THHWCF - Recyclable and THHWCE - Bulb and Battery events, Door to Door HHW pickups or Sharps Kiosks Collection services shall have adequate DOT driving hours available to complete a full operational day.

12. Hazardous Waste Profiles. The Contractor shall provide, at no cost to the City, hazardous waste profiling services which shall, at a minimum, include the following:

12.1. Profile Preparation. The Contractor shall prepare waste profiles for most frequently generated HHW for the City's review and annual approval as required by the Contractor to accept the HHW, without any break in routine disposal service. The Contractor shall, within five (5) business 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. Once the waste profile is approved, a service request shall be initiated or finalized to pick up the specific waste. The City reserves the right to remove a specific waste type from the Contract at any time, when it is in the best interests of the City.

12.2. On-site Profiling. The Contractor shall provide, at no additional cost to the City, on-site profiling and expedited HHW pickup at the City's request when the HHW requires expedited removal from the site and a waste profile has not previously been created.

12.3. Profile Retention. The Contractor shall keep all profiles created on file for a minimum of one (1) year at no additional cost to the City.

13. Disposal Documentation. The Contractor shall provide hazardous waste disposal documentation services, at no additional costs to the City, which shall, at a minimum, include the following:

13.1 Preparation of Documents. The Contractor shall accurately prepare, for the City's review and approval, all shipping papers including the uniform hazardous waste manifest (manifest), bill of lading, land disposal restriction (LDR) form, and any other DOT or regulatory required documents for the City's signature at the time of service or disposal. If requested, the Contractor shall provide a preprinted copy of the manifest or other required DOT document for the City's review twenty-four (24) hours prior to completing the waste pickup. The Contractor shall complete any supplemental paperwork, such as waste inventory sheets and shall provide copies to the City, upon request.

13.2 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 as appropriate, the EPA’s published charge for each hazardous waste manifest utilized by the City based on if the “Hybrid” or “Electronic” creation option was used for a specific disposal activity. Any administrative costs associated with the implementation of the e-Manifest program shall be included within the hazardous waste disposal pricing.

13.3 Document Distribution. The Contractor shall leave the required paperwork with the City representative upon the Contractor’s departure from the site. Required disposal documentation includes, but is not limited to, the generator’s copy of the manifest, land disposal restriction form, bill of lading, service documentation and when applicable, a labor summary. The Contractor shall make legible copies of shipping documents as requested by the City.

13.4 Signature Designation. On a case-by-case basis, 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. 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 as the disposal.

13.5 Required Disposal Documentation. The Contractor shall comply with the requirements in this section for each of the documents described in Table 2 – Required Disposal Documents.

Table 2– Required Disposal Documents

Document	PHHWCF	Door-to-Door	Load Check Program	THHWCF-Full Service Collection Event	THHWCF-Recyclable Collection Event	THHWCE-Bulb and Battery Collection Event	Sharps Kiosk Collection
Waste Profiles	Required	Required	Required	Required	Required	Required	Required
Hazardous Waste Manifests	Required	Not Required	Required	Required	Required	As Required	As Required
Bill-of-Lading	As Required	Required	As Required	As Required	Required	Required	As Required
LDR Forms	As Required	Not Required	As Required	As Required	As Required	As Required	As Required
Waste Inventory Forms	As Required	As Required	As Required	As Required	As Required	As Required	As Required
Weight Tickets	N/A	N/A	As Required	N/A	N/A	N/A	As Required
Completed Door- to-Door Receipts	N/A	Required	N/A	N/A	N/A	N/A	N/A
City Provided HHW Collection Log	N/A	Required	N/A	N/A	N/A	N/A	N/A

Footnote: N/A – Not Applicable to this activity.

14. HHW Containers. The Contractor shall have on hand and provide on each operational day an adequate number of various drum sizes to package HHW in the most economical way. The Contractor shall at a minimum, also:

14.1 Use containers that meet all applicable DOT transportation regulations.

14.2 Provide accurate preprinted hazardous waste and universal waste labels that comply with California's regulatory requirements containing the facility generator information, name of waste, accumulation start date, physical state, and hazardous properties.

14.3 Provide any other DOT or regulatory required labeling or marking.

14.4 Reattach any grounding devices that are removed from a drum by the Contractor to the replacement drum provided by the Contractor.

15. Supplies, Materials, Equipment, and Vehicles. The Contractor shall provide all supplies, equipment, vehicles, and materials for performing all the services covered under any Contract resulting from this RFP, unless designated as the City's responsibility in Paragraph A, Section 10 of Exhibit B, "City Responsibilities." If the City identifies needed equipment and materials not listed in the Proposal that are important to the safe and efficient operation of the activity and requests the Contractor to provide said equipment and materials, the Contractor shall provide them at no additional cost.

15.1 Pricing Considerations. The Contractor shall include adequate supplies of materials and equipment in the fixed costs which include, but are not limited to, fire prevention equipment, safety equipment, personal protective gear and equipment, decontamination equipment, spill cleanup equipment, stop signs, traffic control cones, barricades, barricade tape, tables, vehicles, plastic sheeting, office supplies, roll-off bins, forklifts, portable restrooms, tents, and any other equipment and materials required by law or deemed suitable for the activities described in this RFP.

15.2 Maintaining Supplies, Materials, and Equipment. The Contractor shall maintain, repair, replace, and otherwise ensure that all supplies, materials, equipment, and vehicles 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 at no additional expense to the City. The Contractor shall monitor and ensure all equipment and materials supplied by its subcontractors are maintained as required and in operational order at all times, at no additional cost to the City.

15.3 Damage to City-owned Property. The Contractor shall be responsible for repairing or replacing any City-owned or City-supplied property that is malfunctioning or damaged by the Contractor or the Contractor's subcontractor(s) within fourteen (14) calendar days or sooner. The Contractor shall immediately inform the City of any such property damage or malfunction. The Contractor shall not perform any repairs until any damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

16. Transportation and Disposal Facility Regulatory Compliance Requirements. The Contractor and all subcontractors shall provide hazardous waste transportation and disposal services which shall, at a minimum, include the following:

16.1. Pre-Approved Disposal Facilities. The Contractor or subcontractor shall properly package, label, load, and transport the hazardous waste to a City pre-approved California licensed recycling facility or California licensed TSDF.

16.1.1. TSDF Change. The Contractor shall provide an annual updated list of

proposed TSDFs, and related information for the City's consideration and approval thirty (30) calendar days prior to the Contract expiration date.

16.1.1.1. City Approval. The City must approve of all TSDFs, transporters, and disposal or recycling facilities prior to the Contractor engaging the services under this Contract and at the time of any proposed change.

16.2. TSDFs Meet California Regulatory Requirements. All TSDFs, used by Contractor to perform services under this Contract, which are located outside 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.

16.3. Licensing and Regulatory Compliance. 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.

16.3.1. Regulatory Fine Threshold. The Contractor and all subcontractors (transporters and interim and final TSDFs and recycling facilities) utilized to perform the Scope of Work for this Contract shall be in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and at all times during the term of the Contract. The City will make an evaluation of continued acceptability when available information demonstrates that the Contractor or subcontractor transporter and/or facility has received regulatory fines totaling over \$25,000 in the past three (3) years, has a pending environmental compliance action, or other significant environmental compliance concern is observed. The City will request further information and explanation from Contractor before making a final determination about whether the entity remains acceptable to the City.

16.3.2. Non-Compliance Notification. During the term of this Contract, the Contractor shall notify the City within ten (10) calendar days of the Contractor's knowledge if any TSDF, transporter, recycling facility, or disposal facility has received a fine, penalty or other regulatory sanction during the Contract.

16.3.3. TSDF Rejection. 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. At the City's sole discretion, if the TSDF, transporter, recycling or disposal facility is determined to be unacceptable by the City, the Contractor shall cease utilizing that TSDF, transporter or delivering any City waste to that 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 to negotiate hazardous waste disposal pricing in this instance.

16.3.4. 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.

17. Requesting Changes. Contractor shall provide written notification at least thirty (30) working days prior to making changes to: Contractor's Project Manager, Site Manager, PHHWCF Chemist, Event Chemist(s), any treatment or disposal method for a waste type, transporter subcontractor, disposal or recycling subcontractor, or TSDF used to complete the Scope of Work. Contractor shall send the written request to the City Technical Representative or designee. The City reserves the right to reject any suggested substitute subcontractor, TSDF, and any new Project Manager, Site Manager, PHHWCF Chemist or Event Chemist(s). In the event of such rejection, the Contractor may provide information to the City for its consideration in response to any concerns raised by the City regarding the proposed change in regard to complying with the Scope of Work.

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18. Disposal Methods. 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.

18.1. Disposal Hierarchy. The Contractor shall utilize the City's disposal methods as prioritized: 1. Recycling/Reuse (treatment may be needed to make waste recyclable); 2. Alternative fuel; 3. Treatment (includes treatment for acceptable sewer discharge); 4. Bioremediation; 5. Destructive Incineration; 6. Class I Landfill Disposal.

18.2. City Approval. 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 writing and obtained advance written permission from the City to employ a different disposal method. 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.

18.3. Contractor shall provide written notification at least thirty (30) business days prior to making changes to any treatment or disposal method for any waste type. The Contractor shall send the written notice to the Technical Representative or designee and Department contacts. The City reserves the right to reject any suggested substituted disposal method. In the event of such rejection, the Contractor may provide information to the City for its consideration in response to the City's rejection of a given disposal method.

18.4. The City reserves the right to divert certain waste categories to alternate facilities as determined and designated by the City Technical Representative 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. If directed by the City, the Contractor shall transport the waste to these alternate facilities. Responsibility for the cost of transport/disposal to these facilities will be negotiated and mutually agreed upon by all parties.

19. PaintCare Product Stewardship Program Requirements. The Contractor shall be either an approved PaintCare Product Stewardship Program contractor for Architectural Paints collection, transportation, and recycling/disposal or shall have a documented working relationship with PaintCare to provide the same level of service. The City has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program. The Contractor shall submit in their Proposal a Paint Management Plan that describes the execution, utilization, and coordination of all the available PaintCare services as a part of the HHW collection program at the PHHWCF, THHWCF - Full Service, THHWCF - Recyclable and THHWCF - Bulb and Battery events, and Miramar Load Check Program. In the Paint Management Plan, the Contractor shall include, at a minimum, the following:

19.1. Details on how the Contractor shall provide all necessary labor, packaging, labeling, collection, transportation, disposal, disposal documentation, tracking and recordkeeping under the terms of this RFP while performing the Scope of Work for the PHHWCF, THHWCF - Full Service, THHWCF - Recyclable, and THHWCF - Bulb and Battery events, and Miramar Landfill Load Check Program through participation in the existing PaintCare Product Stewardship Program.

19.2. Details on how the Contractor shall provide PaintCare-provided packaging to the City for its use by City staff to package acceptable paint products encountered through the Miramar Landfill Load Check Program.

19.3. Details on how the Contractor shall utilize the covered costs through the existing

PaintCare Product Stewardship Program as full compensation for the materials, supplies, recycling and disposal costs. The Contractor shall not invoice the City with respect to the Scope of Work for the PHHWCF, THHWCFs, and Miramar Landfill Load Check Program that utilize the PaintCare Product Stewardship Program. The Contractor shall provide the City with written documentation of the quantity and types of Architectural Paints shipped that the Contractor has managed under any Contract resulting from this RFP through the Contractor's participation in the PaintCare Product Stewardship Program.

20. Contractor Safety and Accident Prevention. 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.

20.1. 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 all applicable State labor laws and the regulations and standards issued thereunder.

20.2. If Contractor has ten (10) or more employees, Contractor shall have a written Injury/Illness Prevention Program as required by Cal/OSHA (3203 (b) (2)) and shall submit a copy with the Contractor's Proposal.

20.3. The Contractor warrants that any work performed in any location partially or entirely under the Contractor's control shall be performed in accordance with Cal/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 Cal/OSHA and the regulations and standards thereunder. The Contractor shall require these warranties in adherence to Cal/OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

20.4. The City Technical Representative 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.

20.5. Personal Protective Equipment (PPE). Personal protective equipment shall be supplied by the Contractor and properly used by its employees. The minimum personal 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.

21. Release or Threatened Release of Hazardous Materials or Waste. 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. Any substance which is toxic, reactive, corrosive, an irritant, flammable, combustible, or may cause substantial environmental or personal injury or substantial illness as a proximate result of any customary or reasonably foreseeable handling or use is considered a hazardous material or waste. The Contractor shall at a minimum adhere to the following requirements:

21.1. Contractor shall immediately assess releases or threatened releases involving hazardous materials or waste utilizing the County of San Diego, Department of Environmental Health

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and Quality Incident/Release Assessment Form to determine if the incident requires regulatory reporting to the California 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 5 for a copy of the County Department of Environmental Health and Quality Incident/Release Assessment Form. Contractor shall immediately report any releases or threatened releases of hazardous materials or waste to the City and appropriate regulatory agencies.

21.2. In the event of a release of hazardous materials or waste, Contractor shall immediately notify the City representative and the County of San Diego, Department of Environmental Health and Quality (DEHQ) at (858) 505-6657 (during business hours) or by calling (858) 565-5255 (outside business hours). Contractor shall notify the Fire Rescue Department by calling 911 if an immediate fire, explosion, health, or safety threat exists.

21.3. Contractor shall ensure that any hazardous materials or waste that is released and any contaminated media (rags, absorbents, soil, etc.) are immediately contained, properly cleaned up, and handled as hazardous waste at the Contractor's or subcontractor's expense when the release was caused by the Contractor or subcontractor. Such waste shall be presumed to be, and handled as, hazardous waste unless a hazardous waste determination, as approved by the City, has determined that the waste is non-hazardous. The Contractor may discuss with the City any extenuating circumstances with the incident where the City should take some responsibility for the disposal costs for the hazardous waste generated when addressing the chemical release.

21.4. Contractor shall complete and provide the City with a County Department of Environmental Health and Quality Incident/Release Assessment Form (refer to Attachment 5) 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 County Department of Environmental Health and Quality Incident/Release Assessment form.

21.5. Contractor or subcontractor's failure to timely report a release or threatened release may result in fines and penalties from the County of San Diego and other regulatory agencies which the Contractor or subcontractor shall be solely responsible for paying.

22. Documents and Reports. The Contractor shall retain and make available to the City and for the City's use and upon the City's request, 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). Contractor shall submit a copy of each hazardous waste manifest prepared and used during the term of 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.

22.1. The Contractor shall furnish the City, at no additional cost to the City, with annual usage reports which satisfy the regulatory reporting requirements (Form CalRecycle 303 Report) 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 annually or upon request, electronically to the Environmental Services Department, 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123, Attention: Household Hazardous Waste Program.

22.2. Upon Notice to Award, the Contractor shall prepare the written plans and documents as noted in Table 3 - Plans, Procedures, and Documentation and as required by Permit-by-Rule (PBR) regulations and/or OSHA regulations, including site specific information. The Contractor shall revise the plans prior to changes in operations and shall have copies of the plans available at the PHHWCF and THHWCFs and any other regulated collection activity during the hours of operation and for any regulatory agency inspections. The Contractor shall perform the services under the Contract in accordance with the approved plans.

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22.3. The Contractor shall prepare and submit the final regulatory required plans, procedures, and documentation for each of the HHW services covered by this RFP as specified in Table 3 – Plans, Procedures, and Documentation to the City within thirty (30) calendar days of Notice to Award. As a part of the RFP Submittal, the Contractor shall prepare generic plans as described in Section 26.3- Contractor’s Operations Plan Proposal, in Exhibit B.

Table 3 - Plans, Procedures, and Documentation

Plan/Procedures	PHHWCF	Door-to-Door	Load Check Program	THHWCF-Full Service Collection Event	THHWCF-Recyclable Collection Event	THHWCE-Bulb and Battery Collection Event	Sharps Kiosk Collection
Operations Plan	Required	Required	N/A	Required	Required	Required	As Required
Contingency and Emergency Response Plan	Required	Required	Required	Required	Required	Required	N/A
Waste Analysis Plan	Required	Required	N/A	Required	Required	Required	As Required
Bulking Procedures	Required	N/A	N/A	Required	Required	N/A	N/A
Contingency Plan for Unacceptable HHWs	Required	N/A	N/A	Required	Required	Required	Required
Storm Water Pollution Prevention Plan	Required	N/A	N/A	Required	Required	Required	N/A
Health and Safety Plan	Required	Required	Required	Required	Required	Required	Required
Illness and Injury Prevention Plan	Required	Required	Required	Required	Required	Required	Required
Training Records	Required	Required	Required	Required	Required	Required	Required
Waste Management Plan	Required	N/A	Required	Required	Required	Required	Required

Footnote: N/A – Not Applicable to this activity.

22.4. **Waste Analysis Plan.** The Contractor shall prepare a Waste Analysis Plan, which at a minimum includes, a procedure outlining how the Contractor shall effectively and efficiently screen, sort and segregate HHW into appropriate waste profile categories. The Contractor shall include in this Plan all forms used to inventory HHW for Lab Packs.

22.5. **Bulking Procedures.** The Contractor shall prepare Bulking Procedures to encompass used oil, antifreeze, and any other HHW that the Contractor proposes to bulk, which include:

22.5.1. Procedures to ensure used oil and antifreeze collected and bulked at the

PHHWCF and THHWCFs do not become contaminated with other HHW. **Note:** For any bulk oil or antifreeze that becomes contaminated due to the Contractor's bulking activities, the Contractor shall be responsible for the cost difference between the disposal of the contaminated oil or antifreeze and the cost of disposal of the same volume or container size of uncontaminated oil or antifreeze.

22.5.2. Testing procedures to ensure that any used oil in a transporter's tanker truck that comes to the PHHWCF or to a THHWCF has not been previously contaminated with water, solvents, or any other contaminant that may impact the recyclability of any oil added to the tanker.

22.6. Contingency Plan. The Contractor shall prepare a Contingency Plan for Unacceptable Wastes as described at Section 2.4.3 of Exhibit B that at a minimum includes medical waste, ammunition and explosives, asbestos, biohazardous wastes, radioactive wastes, unacceptable and unidentified compressed gas cylinders, and business generated hazardous waste including other HHW not listed in the Form CalRecycle 303 Report (Attachment 2).

23. Contract Administration, Invoicing, and Payment. The City's Technical Representative for the services provided under this Contract is the Environmental Services Department designee. The City's Technical Representative will provide technical oversight of this Contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized 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, signed by the Purchasing Agent. Invoices shall conform to policies or regulations adopted from time to time by the City. Invoicing by the Contractor shall be in compliance with the following: The Contractor shall submit invoices in accordance with the timelines specified in Sections 23.2 and 23.3 of Exhibit B. A separate invoice with line items matching the pricing pages in Attachment 6 will be issued for PHHWCF operations (including Door to Door, Sharps Kiosk, and Sharps Mail-Back services), each temporary event that occurred during the month, and Miramar Landfill Load Check Program activities. The invoice shall be sent electronically via email to the designated City Representative or if required by the City to the **Environmental Services Department, Household Hazardous Waste Program, 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123**. The service locations (e.g., PHHWCF, Balboa Park THHWCF, Stadium Recycling event, Miramar Landfill Load Check Program) shall be on each invoice.

23.1. Invoices shall be legible and shall contain, at a minimum, the following information: 1. Contract and Purchase Order number; 2. Service location and date of service; 3. Complete itemization of all services and labor with their associated costs (i.e. volume or drum size, type of each waste collected, any other applicable/approved service charges) and total costs as outlined on the Pricing Pages; 4. A signature line for the City entity to sign acknowledging receipt of service; 5. Unique traceable invoice number(s); and 6. Date invoice was electronically transmitted to the City. The City prefers that the invoicing details such as mobilization, staffing, disposal containers, and other services rendered be provided in an Excel spreadsheet format for ease in calculating and evaluating the invoice accuracy.

23.2. A draft invoice with all supporting documentation will be submitted electronically to the City within ten (10) business days after the end of the month for the PHHWCF, Door-to-Door, Sharps Kiosks and Sharps Mail Back services; within ten (10) business days after the event date for THHWCF- Full Service, THHWCF- Recyclable, THHWCF - Bulb and Battery event, and within ten (10) business days after the pickup for Miramar Landfill Load Check Program Services.

23.3. A draft invoice for June services shall be submitted electronically no later than July 5th and the final invoice for June services no later than July 15th for any services performed under this Contract.

23.4. Invoices shall have all supporting documents to validate the charges including, but not limited to personnel work ticket/time sheets for additional labor, transportation or other hourly rate

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charges, receipt for any Cost-Plus items purchased, or any other expenditure receipt or documentation that supports the invoiced items.

23.5. Upon review and approval from the City, invoices will be forwarded to the City's Comptroller's Office for payment. The approval shall be electronic.

23.6. Subject to the withholding provisions of the Contract, if any, payment shall be made within thirty (30) calendar days after the City's receipt of a properly prepared and approved invoice. Any invoice discrepancies, questions, or additional support documentation needed will be communicated to the Contractor either through a telephone call, letter, or email. The Contractor shall respond to the City's invoice inquiry and provide the requested information within ten (10) business days of the City's request. If any corrections to the invoice are required, the Contractor shall resubmit a corrected invoice with a revised invoice date within ten (10) business days of receipt of any invoice corrections requested by the City.

23.7. The City will withhold payment on any disputed invoice or invoice missing the required supporting documentation until all invoice issues are resolved to the City's satisfaction. See Exhibit C, General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contract, Article III, item 3.2 for additional information regarding invoices.

23.8. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. The Contractor shall download current version of the W-9 Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

23.9. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any.

24. Performance Standards. The Contractor shall perform the Scope of Work to the satisfaction of the City. Performance standards include, but are not limited to:

24.1. Arrival at the designated location at the designated time to perform services.

24.2. 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.

24.3. Clear communication of service activities (e.g., staffing for operations, disposal times, waste profile status).

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

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

24.6. Availability and delivery of materials as requested by the City.

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

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

24.9. Notice to the City within ten (10) business days if any transporter, or recycling or disposal facility receives a regulatory fine, penalty or other environmental action as described in Section 16 of Exhibit B.

24.10. 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.

24.11. Conduct all Scope of Work activities described in this Contract in compliance with all local, State and Federal laws and regulations.

24.12. Immediate notice to the City of any equipment failure or accident leading to the release of hazardous materials or waste.

24.13. Mindful packaging of wastes to achieve the lowest disposal cost (e.g. drum size, waste classification and sorting).

24.14. Provide service to resident customers within 15 minutes of their arrival during any operational activities.

25. Cooperation and Transition. The Contractor shall cooperate with the City and any incumbent or incoming Contractor, as applicable, to accomplish a smooth transition of responsibility and requirements and ensure the level of service is unchanged.

26. Contractor Scope of Work Submittals. The Contractor shall include at a minimum in their submittal the following plus all required information and forms in the Scope of Work:

26.1. Contractor's San Diego Operational Location. The Contractor shall provide the address of their operational location within the City of San Diego. The Contractor shall describe staffing, equipment, materials, or other assets that will be stationed at this location to be used to complete the Scope of Work.

26.2. Contractor Staffing, Experience, and Certifications. The Contractor shall provide, at a minimum, information on the education, training, and comparable job experience as required in Section 11.2.3 of Exhibit B, for each employee fulfilling key staff positions that will be completing the Scope of Work to include: Contract Project Manager; Site Manager; Contract and invoice point of contacts (if different than Project Manager); PHHWCF Chemist; and Event Chemist.

26.3. Contractor Operations Plan Proposal. The Contractor shall provide a detailed proposal in the Contractor's plan on how to complete the Scope of Work. The Proposer shall ensure they provide in their submittal how their setup, staffing, procedures, and operational activities address the Scope of Work and meet the Performance Standards noted in Section 24 of Exhibit B. The Contractor shall at a minimum provide generic plans for review on completeness and accuracy for Waste Analysis; Bulking Procedures; Waste Management Plan; Training Plan; Contingency and Emergency Plans; Storm Water Pollution Prevention Plan; and Illness and Injury Prevention Plan. The Operations Plan Proposal shall include at a minimum the following:

26.3.1. PHHWCF Operations. The Contractor shall provide a detailed Proposal on all aspects of operating the PHHWCF consistent with 22 CCR §67450.25. The Contractor shall use Attachment 1 - PHHWCF Site Map and Attachment 3 - Floor Plan/Location of Hazardous Materials to identify the proposed site setup including waste collection areas, traffic flow, locations for safety equipment, personnel to conduct survey, participant screening, hazardous waste handling area (hot zone), unloading, collection, segregation, packaging (including PaintCare-provided materials, as applicable), bulking, testing, storage, and truck loading areas. The Contractor shall list equipment, vehicles, instrumentation, supplies, and materials included in the fixed PHHWCF mobilization rates. The Contractor will provide sample forms for inventory of Lab-Packed wastes.

26.3.2. Door-to-Door HHW Services. The Contractor shall submit a plan to provide Door-to-Door service including the days of operation, the number of each personnel classification assigned, waste packaging, transportation procedures, and sample Door-to-Door service receipts. The plan will include how the Contractor will address unexpected situations that include, but are not limited to, differences in HHW types or volumes from those listed on the City provided Door-to-Door inventory form, business waste, and Unacceptable Waste as described at Section 2.4.3 of Exhibit B. The Contractor shall perform the Door-to-Door services in accordance with the Contractor's proposed plan, as approved by the City as specified in Scope of Work.

26.3.3. Sharps Mail Back Services. The Contractor shall provide a detailed proposal on Sharps Mail Back service to include at a minimum the procedures for requesting sharps mail back containers, disposal method, and tracking method for returned containers as specified in Scope of Work.

26.3.4. Sharps Kiosk Collection. The Contractor shall provide a detailed Proposal on the servicing of Sharps Kiosks to include at a minimum the collection, transportation, management, and disposal of home-generated sharps received at sharps collection kiosks at various City Facilities as

specified in Scope of Work.

26.3.5. THHWCF – Full Service Operations. The Contractor shall provide a detailed Proposal on all aspects of operating a THHWCF-Full Service collection event as described in the Scope of Work consistent with 22 CCR §67450.4. The Contractor shall include in the proposal an example proposed site setup using Attachment 7, Sample Layout for Full Service collection event, including waste collection areas, traffic flow, locations for safety equipment, personnel to conduct survey, participant screening, hazardous waste handling area (hot zone), unloading, collection, segregation, packaging, bulking, testing, storage, and truck loading areas. The Contractor shall list equipment, instrumentation, and materials included in the fixed THHWCF mobilization rates.

26.3.6. THHWCF – Recyclable Operations. The Contractor shall provide a detailed Proposal on all aspects of operating a THHWCF- Recyclable collection event as described in the Scope of Work consistent with 22 CCR §67450.4. The Contractor shall include in the proposal an example proposed site setup using Attachment 7, Sample Layout for Recyclable HHW Collection Event, including waste collection areas, traffic flow, locations for safety equipment, personnel to conduct survey, participant screening, hazardous waste handling area (hot zone), unloading, collection, segregation, packaging, bulking, testing, storage, and truck loading areas. The Contractor shall list equipment, instrumentation, and materials included in the fixed THHWCF mobilization rates.

26.3.7. THHWCE – Bulb and Battery Event Operations. The Contractor shall provide a detailed Proposal on all aspects of operating THHWCE-Bulb and Battery collection event operations as described in the Scope of Work. The Contractor shall include in the proposal an example proposed site setup including waste collection areas, traffic flow, locations for safety equipment, personnel to conduct survey, participant screening, hazardous waste handling area (hot zone), unloading, collection, segregation, packaging, bulking, testing, storage, and truck loading areas. The Contractor shall list equipment, instrumentation, vehicles, supplies, and materials included in the fixed event mobilization rates.

26.3.8. Miramar Landfill Load Check Services. The Contractor shall provide a detailed Proposal on Miramar Landfill Load Check Services as described in the scope of work. The Contractor shall describe in detail any procedures, forms, or requirements specific to accepting hazardous waste packaged by City staff.

26.4. Staffing Levels Per Activity. The Contractor shall submit in their proposal and provide sufficient personnel required to perform the Scope of Work and activities listed in Section 11.3 of Exhibit B, Table 1 as well as any additional personnel the Contractor deems necessary to meet the requirements of any Contract resulting from this RFP.

26.5. Waste Recycling or Disposal Process. The Contractor shall provide general waste processing information that describes how the primary contractor and subcontractors such as transporters, treatment and recycling facilities, or interim facilities involved in the services required under this RFP manage all wastes generated as a part of this Contract. The Contractor shall describe in detail any procedures or requirements specific to accepting hazardous waste pre-packaged by City staff. The Contractor and subcontractors shall abide by these waste processes for the term of this Contract unless the City is informed of a change as stated in Section 18 of Exhibit B. The waste processing information shall at a minimum include:

26.5.1. The information for each company (address, contact name and phone number, and EPA Identification number when applicable) responsible for waste handling processing and summarizing that on Form 2, Statement of Contractors/Subcontractors and Section 1.18 of Exhibit B, Final TSDF Listing in the Pricing Schedule, Attachment 6.

26.6. Regulatory Compliance. The Contractor shall provide information on the regulatory

compliance for the last three (3) years for the Contractor and for each subcontractor used to complete the Scope of Work for this Contract. The regulatory agency information shall at a minimum include Department of Transportation and Highway Patrol compliance information for transporters; and federal, state and local hazardous waste and hazardous substance storage, handling and management compliance documents (e.g., federal or state hazardous materials and waste regulatory inspection reports), as applicable.

26.7. Description of Vehicles and Equipment. The Contractor shall provide a detailed description of the vehicles and equipment the Contractor owns or leases that will be used to complete the Scope of Work by completing Form 3, Statement of Equipment. The vehicle description shall include, at a minimum, a basic description of the equipment; the location where the vehicle resides when not in use; any special performance aspects of that equipment, and any special supplies, equipment, or components that vehicle has that would be used to complete the Scope of Work.

26.8. Comprehensive Price Schedule. The Contractor shall provide pricing for each item listed in the Household Hazardous Waste Services Pricing Schedules in Attachment 6. The Contractor pricing shall be all-inclusive as specified below to complete the Scope of Work and any considerations noted on the Pricing Schedules. The Proposer shall define all assumptions and list other miscellaneous provisions that affect the cost for each item listed in the Pricing Schedules.

26.8.1. Contractors shall submit their Proposal for pricing on the City's Price Schedule page(s). The Price Schedule pages are to be completed in full and shall be incorporated herein. Only the City's Price Schedule format will be accepted. Any deviations from the Price Schedule pages may result in the rejection of the Proposal as being non-responsive. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Proposer may be cause for the item to be rejected as non-responsive.

26.8.2. 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. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

26.8.3. Personnel Hourly Rate. Personnel hourly rates shall be fully burdened and shall include costs including, but not limited to, the following: labor, personal protective and safety equipment, training, licenses, permits, certifications, and any other aspect associated with personnel costs required to perform the Scope of Work, and all costs associated with required insurance, supervision, administration, and overhead. Personal protective equipment includes, but is not limited to, up to and including Level C protective gear such as a 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). Personnel Hourly Rates shall be allowed only for work completed in accordance with Sections 6, 7 and 9 of Exhibit B, THHWCF- Recyclable, THHWCF- Full Service, and THHWCE- Bulb and Battery events, when authorized for other tasks as specified in the Scope of Work; and for other mutually agreed upon tasks on a case-by-case basis.

26.8.4. Vehicles and Equipment Hourly Rate. The City may require a unique service such as Door-to-Door services for an extensive amount of HHW found at a customer's residence. When a unique service is required, the City may select an hourly rate to complete the service. The Contractor shall provide fully burdened hourly rates for the vehicles and equipment listed in the Price Schedule.

26.8.5. Operational Location Determined for Hourly Rates. For hourly labor rate

invoice charges, the Contractor shall utilize their central operations office/yard within the City of San Diego as the "base location" for all labor mobilization utilized to complete the services requested. When service is required, the travel time from that City of San Diego central operations yard/base location to and from the location where service is needed shall be the mobilization time charged on an invoice along with the actual time spent at the service location completing the service. The Contractor shall apply this Portal-to-Portal time to any part-time staff or subcontracted labor needed to provide services such as staff at the PHHWCF, and THHWCF- Full Service, THHWCF - Recyclable, and THHWCE - Bulb and Battery events.

26.8.6. PHHWCF Mobilization Rates. The Contractor shall provide a four (4) hour and six (6) hour mobilization rate for each operational tier that includes all labor, equipment, instrumentation, test kits, vehicles, supplies, administration, and any other costs to operate the PHHWCF as specified in the Scope of Work.

26.8.6.1. Holiday Rate info. The Holiday Rate will only be used if the PHHWCF is operating on the following holidays or the operational Saturday when the holiday occurs on a Friday or Monday of the corresponding operational Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

26.8.7. THHWCF - Full Service Mobilization Rates. The Contractor shall provide for each four (4) hour mobilization tier level the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The expected HHWs to be collected at the THHWCF - Full-Service event are HHW's typically founds in households and that are consistent with waste accepted at the PHHWCF from City residents as stated in section 2.1 of Exhibit B. Unacceptable Wastes listed in Section 2.4.3 et seq of Exhibit B. or any other wastes beyond the approved HHW noticed for the event as listed in Section 7 of Exhibit B will be excluded for this event. The mobilization rate for each tier shall include all labor, equipment, instrumentation, vehicles, supplies, and any other costs to operate the THHWCF as specified in the Scope of Work.

26.8.8. THHWCF - Recyclable Mobilization Rates. The Contractor shall provide for each four (4) hour mobilization tier level the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The expected HHWs to be collected at the THHWCF - Recyclable event are oil, oil filters, contaminated oil, auto batteries, antifreeze, contaminated antifreeze, and incidental flammables, aerosols, corrosive or other HHWs accepted. The mobilization rate for each tier shall include all labor, equipment, instrumentation, vehicles, supplies, and any other costs to operate the THHWCF -Recyclable event as specified in the Scope of Work.

26.8.9. Door-To-Door Rate. The Proposer shall provide pricing for the Door-to-Door service which is fully inclusive of the labor, vehicle, travel time, materials, supplies, documentation, administration, and any other cost to complete the scope of work.

26.8.10. Sharps Mail-Back Container Pricing. The Proposer shall provide the pricing for each size of Sharps Mail-Back Container size. The pricing shall be inclusive of the container cost, mailing service, disposal, materials, administration, and any other costs to complete the scope of work.

26.8.11. Sharps Kiosk Service Rate. The Proposer shall provide fully inclusive pricing to complete the Sharps Kiosk Collection activities. The pricing shall include the labor, vehicle, materials, supplies, documentation, administration, and any other cost to complete the scope of work.

26.8.12. THHWCE-Bulb and Battery Mobilization Rates. The Contractor shall provide for each four (4) hour mobilization tier level the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The expected HHWs to be collected at the THHWCE-Bulb and Battery events are all types of lighting wastes, all types of consumer batteries, and auto batteries. The mobilization rate for each tier shall include all labor, equipment, vehicles, supplies, RFP - Goods, Services, & Consultants

and any other costs to operate the THHWCF as specified in the Scope of Work.

26.8.13. HHW Disposal Container Pricing Requirements. The Contractor shall include a fully burdened price for each container size listed for each waste type on the HHW and Universal Waste Pricing Schedule. Each price shall include, but not be limited to, all the necessary labor, materials, supplies, container, pallet, equipment, and vehicles to properly and safely sort, identify, package, label, mark, load, transport, and properly dispose of the specified hazardous waste per the pre-approved disposal method to a pre-approved disposal facility and any other related costs incurred in carrying out this task. The Contractor shall also include in the fully burden 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, any necessary personal protective equipment up to and including Level C (gloves, air purifying respirator, outerwear, face shield, head covering, foot wear/coverings), 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 or materials required by law or deemed suitable for the activities described in the Scope of Work.

26.8.14. Disposal Pricing for Unlisted HHW. The Contractor shall list in the Price Schedule a Cost-Plus percentage that will be charged when the City requests pricing for other containerized HHW types not included on the Pricing Schedule. When requested, the Contractor shall prepare an HHW Cost Plus price for the item, using the same comprehensive pricing methodology used when pricing the listed HHWs on the Price Schedule.

B. LICENSES. To perform the work described in this solicitation, proposers must hold, at a minimum, the current licenses in accordance with Form 1, Licenses/Permits.

1. Any proposer holding a different license who feels qualified to bid on this work must notify the Procurement Contracting Officer in writing at least seven (7) business 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.

2. The Contractor's vehicles transporting hazardous waste or any waste generated as a part of the Scope of Work shall comply with all applicable local, state, and federal transporter requirements including but not limited to the requirements of the Department of Transportation (D.O.T.) and the Department of Toxic Substances Control (DTSC). The Contractor shall ensure subcontractors are in compliance with these provisions.

3. The Contractor shall comply with all local, state, and federal requirements regarding maintenance, repair, and documentation to maintain the vehicles in proper operational condition. The Contractor shall ensure subcontractors are in conformance with these provisions.

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

5. The Contractor shall notify the City within seven (7) business days if any vehicular licenses, registrations, or other qualifications have been revoked, suspended, or expired or if any violations have been received by regulatory agencies regarding these licenses.

6. The Contractor shall ensure subcontractors are in conformance with these provisions.

7. 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.

C. **PERMITS.** The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, registrations, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

D. **ADDITIONAL INSURANCE.** Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to (or in the case of Commercial General Liability and Commercial Automobile Liability with the limits, in excess to) the coverage required under Section 7.2 of the General Contract Terms and Provisions Applicable to Goods, Service, and Consultant Contracts (Exhibit C), revised December 18, 2017.

1. **Commercial General Liability (CGL).** 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 \$5,000,000 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.

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 \$2,000,000 per accident for bodily injury and property damage.

3. **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 a four million dollar (\$4,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. 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. 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. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Work 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 Work 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 of cancellation or non-renewal of the policy or policies and that the City is entitled to ten (10) days notice for cancellation due to non-payment of the premium,

4. **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. 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. 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. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Work 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 Work 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 of cancellation or non-renewal of the policy or policies and that the City is entitled to ten (10) days notice for cancellation due to non-payment of the premium.

5. **Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided. All deductibles in excess of ten thousand dollars (\$10,000) shall be disclosed to the City, which shall, in its sole discretion, determine whether such deductible is acceptable.

6. **Additional Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Contract.

6.1 Commercial Pollution Liability Insurance.

6.1.1 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) ongoing 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.

6.1.2 PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that 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.

6.2 Contractors Hazardous Transporters Pollution Liability Insurance.

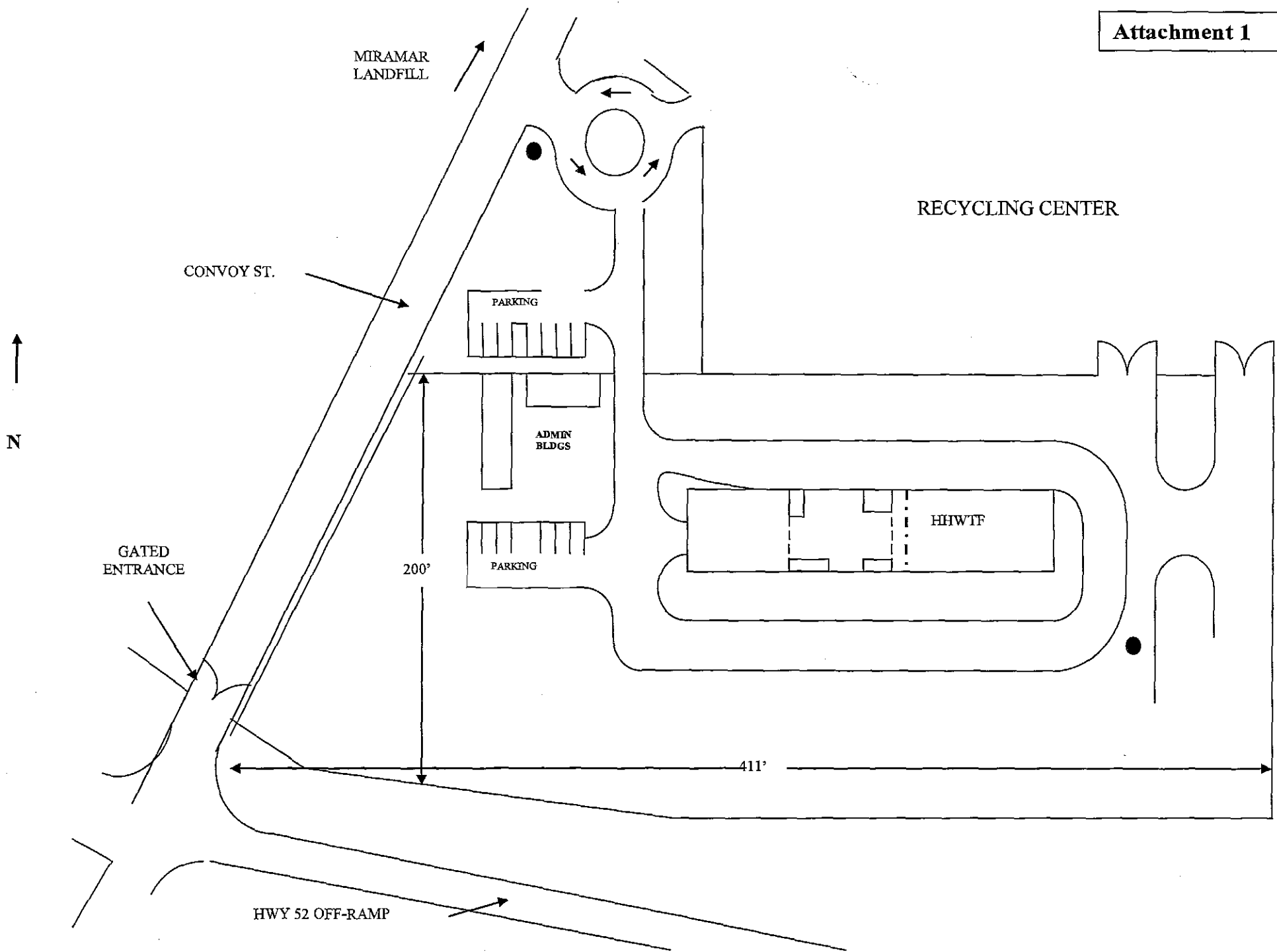
6.2.1 ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) ongoing 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.

6.2.2 PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must

be endorsed to provide that 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.

6.3 Other Additional Insured. When requested by the City, HHW event site property owner, or agency contracting with the City for HHW services, the Contractor shall provide an additional insured endorsement naming the property owner or contracting agency as an additional insured. Send endorsements and certificates of insurance to:

Environmental Protection, Program Manager
City of San Diego, Environmental Services Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123-1636





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Form CalRecycle 303 Household Hazardous Waste Collection Information For 2022-2023

Name of Public Agency Reporting: City of San Diego
HHW Program Manager: Tim Lee ,Hazardous Materials Inspector III
Address: Environmental Services Department 9601 Ridgehaven Ct. STE 310 San Diego, CA 92123
Phone Number: (619) 971-1000
Fax Number: (619) 971-1000
Email: trlee@sandiego.gov
Contractor's Name: Clean Harbors Environmental Services
Participating Households: 12,819 **Method:** Number of Addresses
 Participating Households includes non-residential (CESQG,schools,nonprofits,etc.): No
Service Area Households: 511,662

Participants Represented by Reporting Jurisdiction/Agency (i.e., individual city(ies), county(ies), other agency(ies)):

San Diego

Permanent Facilities within Program Service Area:

Facility Name	EPAID	Site Contact	Phone	Facility Address	County
City of San Diego, Miramar Landfill	CAH111000287	Kirk Galameau	(858) 573-1338	5180 Convoy Street San Diego, CA 92111	San Diego
Balboa Park	CAH111001299	Timothy Lee	(858) 429-5039	Corner of President's Way & Park Blvd San Diego, CA 92101	San Diego
Public Utilities Operations Center (PUD)	CAH111000144	Timothy Lee	(858) 492-5039	5571 Topaz Way San Diego, CA 92123	San Diego
Chollas Operations Yard	CAH111001480	Timothy Lee	(858) 492-5039	College Grove Dr. and Caminto Chollas San Diego, CA 92105	San Diego
Chollas Operations Yard	CAH111001480	Timothy Lee	(858) 492-5039	College Grove Dr. and Caminto Chollas San Diego, CA 92105	San Diego
Balboa Park	CAH111001299	Timothy Lee	(858) 429-5039	Corner of President's Way & Park Blvd San Diego, CA 92101	San Diego
Public Utilities Operations Center (PUD)	CAH111000144	Timothy Lee	(858) 492-5039	5571 Topaz Way San Diego, CA 92123	San Diego
Miramar HHW Transfer Facility	CAH111000771	Timothy Lee	(858) 492-5039	5161 Convoy Street San Diego, CA 92111	San Diego
Mission Bay South Shores Park	CAH111000682	Timothy Lee	(858) 492-5039	404 Seaworld Drive San Diego, CA 92109	San Diego
Mission Bay South Shores Park	CAH111000682	Timothy Lee	(858) 492-5039	404 Seaworld Drive San Diego, CA 92109	San Diego



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Program Types:

Program Type	EPAID	Program Type	EPAID	Program Type	EPAID	Program Type	EPAID
Permanent Facility	CAH111000771	Recycle-only Facility	CAH111000682	Recycle-only Facility	CAH111000682	Recycle-only Facility	CAH111001299
Recycle-only Facility	CAH111000144	Recycle-only Facility	CAH111001480	Recycle-only Facility	CAH111001480	Recycle-only Facility	CAH111001299
Recycle-only Facility	CAH111000144	Door to Door (residential) Program	CAH111000771	Load Check	CAH111000287	Home-Generated Sharps Collection Program	CAH111000771



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Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program	Load Check	Other
Flammable and Poison	Flammable solids / liquids	130,063			3,348	2,005		2,009	
	Bulked flammable liquids	127						105	
	Oil-based paints	26,472				2,328		1,600	
	Paint Related Material (PRM)								
	Poisons	11,791			1,100	209		1,540	
	Reactive and explosive	26							
	Compressed gas cylinders	9,972					93	725	
	1 lb propane canister	1,259					34	39	
	Flammable and Poison subtotal	179,710			4,448	4,669		6,018	
PCB-containing	PCB-containing paint								
	Other PCB waste (includes ballasts)	150						385	
	PCB-containing subtotal	150						385	
Reclaimable	Antifreeze	22,738			7,613			213	
	Auto type batteries (motor vehicles)	52,975			23,380	183		1,967	
	Latex paint	262,345				855		8,800	
	Motor oil/oil products	26,750			33,662	25		638	
	Used oil filters (recyclables only)	1,000			1,337				
	Reclaimable subtotal	365,808			65,992	1,063		11,617	
Acid	Inorganic and organic acid	5,798			183	142		447	
Base	Inorganic and organic base	6,462			104	138		684	
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base	1,422				55		671	
Asbestos	Asbestos	200							
Universal Waste (UW)*	Mercury containing automatic switches / thermometers / and novelties	105							
	Mercury containing thermostats	17							
	Mercury containing waste (other)								
	Lamps	8,868			6,064	27		1,247	
	Photovoltaic Modules							504	
	Other batteries	26,673			17,527	47		300	
	Aerosol cans	23,520			465	471		1,760	
	Rechargeable batteries	3,520			1,600			105	



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

ATTACHMENT 2

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Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program	Load Check	Other
Electronic Devices (UW)	Covered Electronic Devices							14,490	
	Other Electronic Devices							9,563	
	Electronic Devices (UW) subtotal							24,053	
Universal Waste (UW)* + Electronic Devices (UW) subtotal		62,703			25,656	545		27,969	
Other	Home-generated sharps waste								14,950
	Home-generated pharmaceutical waste								
	Treated wood								
	Non RCRA Liquid/Solid	37,537				481		928	
	Other Reuse Total								
Other subtotal		37,537				481		928	14,950
Grand Total		659,790			96,383	7,093		48,719	14,950



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Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Flammable and Poison	Flammable solids / liquids	6,871	130,554						
	Bulked flammable liquids		232						
	Oil-based paints								30,400
	Paint Related Material (PRM)								
	Poisons	14,640							
	Reactive and explosive	26							
	Compressed gas cylinders						10,790		
	1 lb propane canister						1,332		
Flammable and Poison subtotal		21,537	130,786			12,122			30,400
PCB-containing	PCB-containing paint								
	Other PCB waste (includes ballasts)	535							
	PCB-containing subtotal	535							
Reclaimable	Antifreeze					30,564			
	Auto type batteries (motor vehicles)					78,505			
	Latex paint								272,000
	Motor oil/oil products					61,075			
	Used oil filters (recyclables only)					2,337			
	Reclaimable subtotal					172,480			272,000
Acid	Inorganic and organic acid	6,570							
Base	Inorganic and organic base	7,388							
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base	2,148							
Asbestos	Asbestos			200					
Universal Waste (UW)*	Mercury containing automatic switches / thermometers / and novelties							105	
	Mercury containing thermostats								17
	Mercury containing waste (other)								
	Lamps					16,206			
	Photovoltaic Modules					504			
	Other batteries					44,547			
	Aerosol cans	26,216							
	Rechargeable batteries					5,225			



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Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Electronic Devices (UW)	Covered Electronic Devices					14,490			
	Other Electronic Devices					9,563			
	Electronic Devices (UW) subtotal					24,053			
Universal Waste (UW)* + Electronic Devices (UW) subtotal		26,216				90,535		105	17
Other	Home-generated sharps waste				14,950				
	Home-generated pharmaceutical waste								
	Treated wood								
	Non RCRA Liquid/Solid	38,946							
	Other								
	Reuse Total								
Other subtotal		38,946			14,950				
Grand Total		103,340	130,786	200	14,950	275,137		105	302,417

BUSINESS NAME: SDCTY-Permanent Household Hazardous Waste Collection Facility (PHHWCF)
BUSINESS ADDRESS: 5161 Convoy Street, San Diego, Ca 92111



Area 1- Alternate Waste Storage Amounts

- 1. Oil / Antifreeze (1,320 gallons)
- 2. Aerosols (2,500 lbs.)/Toxics (1,000)

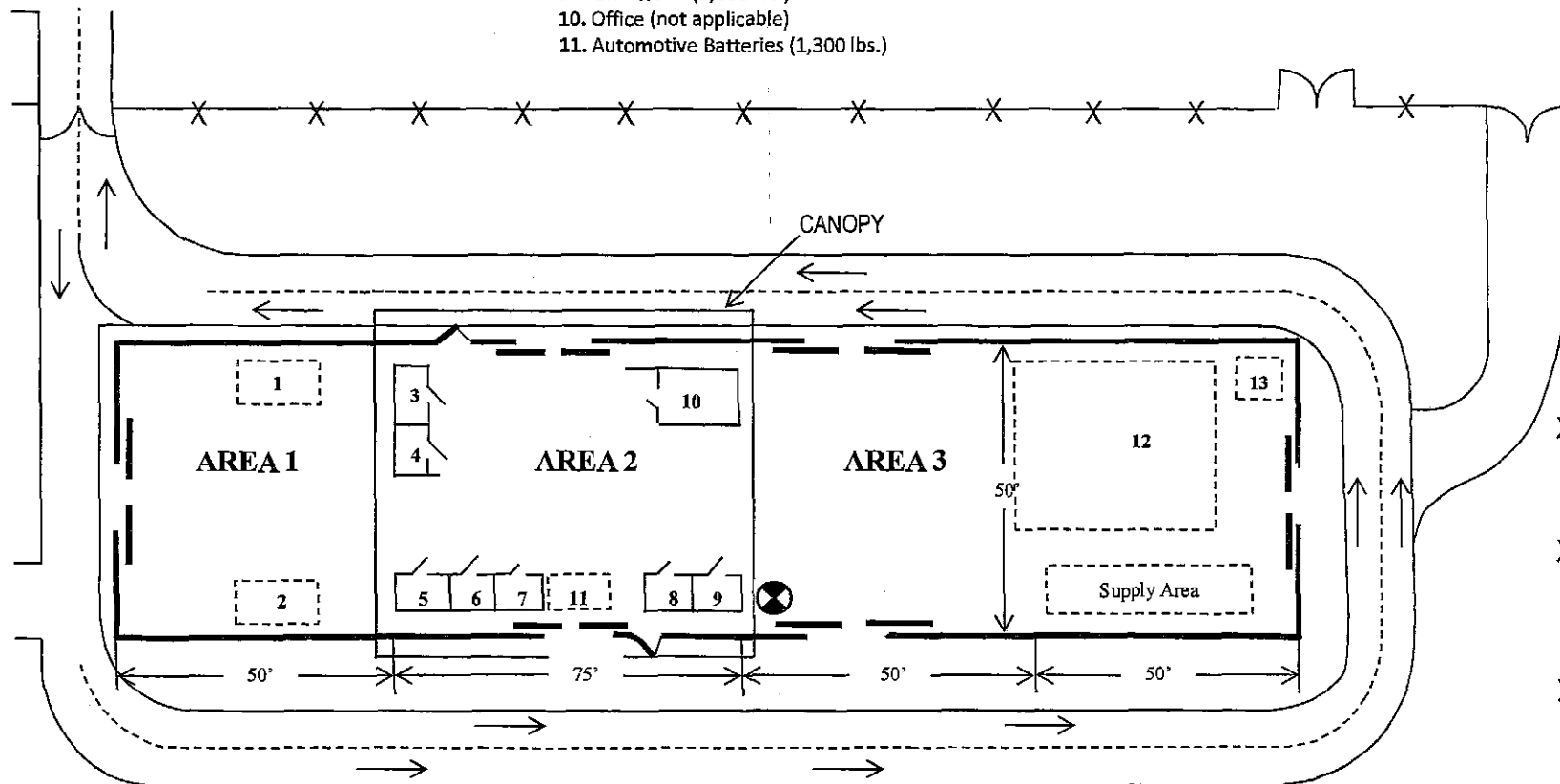
Area 2 Storage Amounts

- 3. Acids (50 gallons)
- 4. Bases (50 gallons)
- 5. Flammable Liquids & solids (120 gallons)
- 6. Aerosols & Compressed Gas (2,500 lbs.)
- 7. Oxidizers, Peroxides & Reactive (425 gallons)
- 8. Toxics & Sharps (500 lbs.) (10 lbs. highly toxic)
- 9. Non - RCRA (1,000 lbs.)
- 10. Office (not applicable)
- 11. Automotive Batteries (1,300 lbs.)

Area 3 - Outdoor Waste Storage Amounts

- 12. Oil-Based Paint (1,100 gallons) / Flammable Solid (500 ft.) / Aerosols 2,500 lbs.) / Latex Paint (1,100 gallons) / Toxic (1000 lbs) / Non-RCRA (1,000 lbs.) / Sharps Storage
- 13. Propane / Compressed Gas Storage (Not Applicable)

Entrance/Exit



DUPLICATE

DOCUMENT NO. 00-18218

GROUND LEASE

FILED 087 02 PM
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

This Agreement is made and entered into this 17th day of August, 1995, by and between the City of San Diego, California, (hereinafter called the Lessee), and the United States of America, acting by and through the Department of the Navy (hereinafter called the Government) under the authority contained in 10 U.S.C. Sec. 2667.

WHEREAS, the Government is the owner of the Naval Air Station, Miramar, in the City of San Diego, California (hereinafter called the Station); and

WHEREAS, the Lessee desires to lease a portion of the Station for use by its Environmental Service Department, and the Metropolitan Wastewater Department; and

WHEREAS, the Secretary of the Navy has determined that entering into this lease would be in the public interest and will not substantially injure the interests of the United States in the property;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and the terms, covenants, obligations, and agreements set out hereinafter, the parties hereto do hereby contract and agree as follows:

1. LEASED PROPERTY:

(a) The Government hereby leases to the Lessee a portion of the Station encompassing approximately 1400 acres of land together with all improvements thereon hereinafter called the Leased Property. The Leased Property is more particularly shown and described as Parcels 1, 2, 3, 4, and 5 in the plat and legal description in Exhibit "A", which is attached hereto and made a part hereof. This lease is subject to and will be effective upon the approval of the Assistant Secretary of the Navy (Installations & Environment).

(b) Attached hereto as Exhibit "B" is "Grant of Easement" dated July 19, 1982, whose terms and conditions are herein made part of this lease. In the event of any conflict between the provisions of the easement at Exhibit "B" and the provisions of this lease, this lease shall be the controlling document.

(c) At such time as Naval Air Station, Miramar shall be redesignated as a Marine Corps Air Station, all references to the Station shall be deemed to refer to the Marine Corps Air Station.

2. USE: In the absence of prior written approval of the Government, the sole purposes for which the Lessee shall use the Leased Property are as follows:

Parcel 1: The construction, installation, operation and maintenance of: (A) a vehicle maintenance facility for vehicles used by Lessee in its sanitary landfill operations (but no new

above-ground storage of flammable substances shall be permitted thereon); (B) field operations office used by Lessee in its sanitary landfill operations; and (C) monitoring equipment and facilities required to manage methane gas generation from the former solid waste landfill operated by Lessee on the premises, as well as ground water monitoring, for Lessee's compliance with Federal, State, and local laws, rules, ordinances and regulations governing the closure and post-closure requirements, including any corrective action required by law, of said solid waste landfill, which compliance shall be performed by Lessee at its sole cost and expense.

Parcel 2 (being the area encompassing the West Miramar Landfill): (A) The operation and maintenance of a sanitary landfill, subject to all the rules, regulations, requirements, conditions and restrictions set forth on the document attached hereto as Exhibit "B", and subject further to the restriction that Lessee shall not install, operate, maintain or conduct in or on the leased premises or any part thereof any structure, operation or activity which is an "incompatible land use" in accordance with the guidelines set forth in the Department of the Navy's Air Installation Compatible Use Zone (AICUZ) Study for Naval Air Station (or Marine Corps Air Station) Miramar as of the time of such use; and (B) the installation, operation and maintenance of monitoring equipment and facilities required to manage methane gas generation from the landfill operated by Lessee or Sublessee on the premises, as well as ground water monitoring, for Lessee's compliance with Federal, State, and local laws, rules, ordinances and regulations governing the closure, post-closure, monitoring, and/or corrective action required by law of said solid waste landfill, which compliance, closure, post-closure, corrective action required by law, and monitoring shall be performed by Lessee at its sole cost and expense.

Parcel 3: Expansion of access areas identified in West Miramar Landfill Easement.

Parcel 4: The construction, installation, operation and maintenance of: (A) a household hazardous waste transfer station for consumers to divert household hazardous waste from disposal in Lessee's sanitary landfill; (B) a recycling area to receive recyclable materials from the public and divert them from disposal in Lessee's active landfill; (C) a fee booth and weigh station facility; (D) monitoring equipment and facilities required to manage methane gas generation from the former solid waste landfill operated by Lessee on the Leased Property, as well as ground water monitoring, for Lessee's compliance with Federal, State, and local laws, rules, ordinances and regulations governing the closure and monitoring of said solid waste landfill, which compliance shall be performed by Lessee at its sole cost and expense; (E) a material recovery facility (MRF) to separate recyclable material from solid waste intended for landfill disposal, for composting and use off of the leased property (Lessee's Fiesta Island Replacement Project (FIRP) and the Northern Sludge Processing Facility (NSPF)), as such project and facility are described in Lessee's General Development Plan for Miramar Landfill, dated July 1990 and Government's

Environmental Impact Statement for Part II - Miramar Landfill, dated July 1994; (F) a public or private cogeneration plant to generate electricity using methane gas from Lessee's sludge processing activities on the Leased Property, as well as methane gas collected from former landfills operated by Lessee on the Leased Property, which compliance, closure and monitoring shall be performed by Lessee at its sole cost and expense; (G) mounding of overburden derived from Lessee's active landfill operations, shown and described in the plat and legal description in Exhibit "B", which is attached hereto and made a part hereof, provided, however, that such overburden material shall, in no event, cover more than 62.34 acres nor be mounded to a height exceeding 465 feet above mean sea level (465' MSL), including any vegetation thereon, and such overburden is subject to removal and use by Government at its sole expense and discretion in a manner not inconsistent with Lessee's use and enjoyment of the Leased Property described herein on condition that such removal shall not cause Lessee to incur any environmental liability or obligation; (H) mounding of overburden derived from construction site preparation, provided, however, that such overburden material shall not cover more than 8.6 acres, as shown in Exhibit "B", nor be mounded to a height exceeding 465' MSL including any vegetation thereon, and such overburden is subject to removal and use by Government at its sole expense and discretion in a manner not inconsistent with Lessee's use and enjoyment of the premises described herein; (I) mounding of overburden derived from construction, and site preparation, provided, however, that such overburden material shall not cover more than 7.5 acres, as shown in Exhibit "B", nor be mounded to a height exceeding 465' MSL including any vegetation thereon, and such overburden is subject to removal and use by Government at its sole expense and discretion in a manner not inconsistent with Lessee's use and enjoyment of the premises described herein; (J) haul road for maintenance vehicle or conveyor use; (K) construction, installation, operation and maintenance of an access road and appurtenances to serve the FIRP and NSPF; (L) construction, installation, operation and maintenance of the temporary central access road to the FIRP and NSPF; (M) construction, installation, operation and maintenance of a temporary construction parking area for the FIRP and NSPF.

Parcel 5: Construction, installation, operation and maintenance of monitoring equipment and facilities required to manage methane gas generation from the landfill operated by Lessee on the premises, as well as ground water monitoring, for Lessee's compliance with Federal, State, and local laws, rules, ordinances and regulations governing the closure and monitoring of said solid waste landfill, which compliance, closure, monitoring, and any corrective action as required by law shall be performed by Lessee at its sole cost and expense.

3. TERM: The term of this agreement shall be for fifty (50) years from the date herein, expiring on the 16th day of August, 2045.

4. RESERVATIONS: This Agreement and the Leased Property delivered are and shall be at all times subject to the following:

(a) Utility Rights-of-Way: Rights-of-way for sewers, pipelines, fuel lines, natural gas lines, steam lines, and conduits for telephone, light, heating and power lines as may from time to time be determined necessary by the Government, including the right to enter upon, above, below or through the surface to construct, maintain, replace, repair, enlarge or otherwise utilize the Leased Property for such purpose, without compensation or abatement of rent, provided the surface shall be restored, to the extent possible, without material interference with the operation of the Station, to the condition previously existing, and before locating any future utilities on the Leased Property, Government agrees to consult with the Lessee and minimize interference to the extent possible.

(b) Access Roads: Rights-of-Way for access roads which are apparent from a visual inspection of the Leased Property or which have been duly established or which are reserved herein.

(c) Prior Exceptions: All prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever, as the same appear of record in the Office of the Recorder of San Diego County, or as the same appear in the official records of the Government.

(d) Inspection: Lessee has inspected the Leased Property in contemplation of occupying it for the uses permitted and agrees that:

(1) Suitability: Lessee has determined that the Leased Property, including any improvements covered by this Agreement, are suitable for Lessee's intended uses. No officer or employee of Government has made any representation or warranty with respect to the Leased Property, including improvements, nor any agreement or promise to alter or improve the same, or any item thereof, and Lessee has not relied on any such warranty or representation unless the nature and extent of such representation or warranty is described in writing and attached to this Agreement which contains all the agreements made and entered into between the Lessee and the Government.

(2) Additions and Improvements at Lessee's Expense: Any modification, improvement, addition to the Leased Property or equipment installation required by the Fire Department, Air Pollution Control Board, Regional Water Quality Control Board, Environmental Protection Agency (Federal or State), or any other Federal, State or local agency in connection with Lessee's operations shall be constructed or installed at Lessee's sole expense.

(3) Approval of Plans and Specifications: All plans and specifications for specific projects proposed by Lessee for construction and installation which are authorized in paragraph 2 (Use) shall be submitted to the Government for approval, beginning at the preliminary design stage. No construction shall commence until the Government has reviewed and approved the final plans and specifications for each to assure Government of compatibility to

Station's operations and mission only and for no other purpose. Such approvals by the Government shall be given as promptly as practicable and will not be unreasonably withheld. The Government's reasonable rejection of, or its failure to approve, any feature or element of such a plan or specification shall not form a basis for any claim against the Government for loss by, or liability of the Government to, the Lessee. Review and approval of plans and specifications by the Government are solely to assure compatibility with the Station's operations and mission, and do not limit, modify or void any warranty or indemnification provided to the Government herein by Lessee. The Government, by approving such plans and specifications, or if it fails to properly review or wrongfully approves such plans and specifications, shall not be deemed to assume or incur thereby any liability or responsibility for the subject projects nor to warrant that the projects will function as designed, that they will fulfill their intended purpose, or that they will be protective of human health, safety, or the environment. Approval of or failure to approve plans or specifications by the Government shall not be deemed to modify, satisfy or waive any performance requirements or restrictions imposed upon or agreed to by Lessee in this Lease or any other conveyance or agreement between the parties.

5. COMPENSATION:

(a) Lessee shall pay to the Government the sum of \$5,822,732.00 upon this lease taking effect.

(b) Lessee agrees to make additional compensation to Government as provided in paragraph 15(c).

(c) All payments shall be made to the Government by check payable to the Treasurer of the United States at the following address: Commanding Officer, Southwest Division, Naval Facilities Engineering Command (Code 24), 1220 Pacific Highway, San Diego, California 92132-5190.

(d) Government reserves the right for all Department of the Navy installations and facilities located within or near the boundaries of the City of San Diego to dispose of wastes in any sanitary landfill owned and/or operated by the City of San Diego on Department of the Navy property including the sanitary landfill operated on Parcel 2, without limitation as to the quantity and at no cost to the Government, for the term of this Lease and any extension hereof.

6. TITLE TO IMPROVEMENTS: Title to all improvements made by Lessee shall remain in the Lessee during the term of this Agreement, including any extension thereof to which the parties may hereafter agree, and during any period irrespective of the term of this Agreement in which closure, post-closure, maintenance, monitoring, or environmental response or corrective action obligations exist or in which Lessee is required, or permitted by Federal, State, or local law, to monitor, collect or extract methane gas from landfill areas. At or prior to the expiration or earlier termination of this Agreement, the Lessee shall remove, at

its sole cost and expense, all works, structures and improvements placed on the Leased Property by Lessee provided that, subject to the approval of the Assistant Secretary of the Navy (Installations & Environment), the Government may acquire all of Lessee's right, title and interests in any or all of such works, structures and improvements in consideration for releasing Lessee from its restoration obligation under this Agreement with respect to the works, structures and improvements so acquired by the Government. As between the Government and Lessee, for purposes of allocating liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 107, 42 U.S.C. Sec. 9607, and State cleanup laws, Lessee shall be deemed both the "owner" and "operator" of each improvement, operation, or activity on the Leased Property. Lessee shall also be deemed the "owner" of, and to have arranged for the disposal of, all materials, substances, wastes, or other items transported to, stored at, disposed on, or which otherwise is located on the Leased Property.

7. LIENS: Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim, or demand of any kind, except one in favor of the Government, which at any time may arise or exist with respect to the Leased Property or Lessee's improvements or materials or equipment furnished, or any part thereof, and if the same shall not be promptly discharged by Lessee the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

8. ACCESS:

(a) The Government shall have access to the Leased Property and to the Lessee's improvements at all times for any purpose not inconsistent with the quiet use and enjoyments thereof by Lessee including, but not limited to, the purpose of monitoring and inspection of Lessee's construction or operations, or at any time for reasons of safety, security or the national defense as determined by the Commanding Officer of the Station, or as otherwise provided in this Lease; provided, however, that in time of national emergency or threat to the Station as determined by the Commanding Officer, he may restrict access to all or any part of the Leased Property in such manner or as to such persons as he deems necessary for the duration of such emergency or threat.

(b) No public exhibitions or group tours shall be permitted anywhere on the Leased Property without the express written permission of the Commanding Officer of the Station. No public meetings, conferences or gatherings shall be held anywhere on the Leased Property at which a greater number of persons are assembled in any location or structure than would be permitted in Accident Potential Zone I under the guidelines set forth in the Department of the Navy's Air Installation Compatible Use Zone (AICUZ) Study for Naval Air Station (or Marine Corps Air Station) Miramar as of the time of such use. During any period of operation when the public has access to Lessee's facilities, Lessee shall monitor such activities by the public and ensure that no substances or materials prohibited by this Agreement are disposed of or otherwise left on

the Leased Property. This provision shall not preclude any meeting of the employees at the facility.

9. MAINTENANCE AND RESTORATION:

(a) Maintenance and Repair Performed by Lessee: Lessee shall be responsible for performing and paying for all maintenance and repairs of and to the Leased Property and all improvements thereon, including any long term operation and maintenance or corrective action costs required by any applicable Federal, State, regional, or local environmental laws. Lessee shall also be responsible for keeping the Leased Property, (including landscaping) and all works, structures and improvements thereof, whether a part of the Leased Property or made by Lessee, in a safe, clean, wholesome, sanitary and sightly condition and in conformance with all applicable present and future Federal, State, regional, municipal and other laws and regulations.

(b) Government's Option to Perform Work at Lessee's Expense: If Lessee fails to repair, maintain and keep the Leased Property and improvements as required by the terms of this Lease, the Government may give thirty (30) days written notice to Lessee to correct such default, except that no notice shall be required where, in the opinion of the Government, the failure creates a hazard to persons or property. If Lessee fails to commence curing of such default within said time or fails to proceed diligently to cure such default, or if the Government determines that a hazard to persons or property exists due to such failure, the Government may, but is not required to, enter upon the Leased Property and cause such repair or maintenance to be made, and the costs thereof, including labor, materials, equipment and administrative overhead, to be charged against the Lessee. Such charges shall be due and payable on the first of the month next following the completion of such repair or maintenance. During all such times, the duty shall be on the Lessee to assure the Leased Property are safe and Lessee shall erect barricades and warning signs to assure that workers and the public are protected from any unsafe condition.

(c) Restoration and Surrender of Leased Property:

(1) On or before expiration of the term of this Agreement, or any sooner termination thereof other than by forfeiture pursuant to subsections (a) and (b) of paragraph 10 ("Default and Termination") below, Lessee shall remove, at its sole cost and expense, all works, structures, improvements and pipelines of any kind including paving (collectively referred to as "structures") placed on the Leased Property by Lessee, except (a) such equipment as may be required for compliance by Lessee with applicable laws and regulations, which Lessee will operate, maintain and replace as long as necessary; and (b) such structures as Government may authorize in writing to be abandoned in place on such conditions as Government may require. If any structures are approved by the Government to be abandoned in place, Lessee shall remove and/or decontaminate any toxic or hazardous materials at the structure prior to such abandonment. At the Government's option, environmental monitoring equipment may be required to be left in

place by Lessee, but if such equipment then has a residual value in excess of the costs of removal, Government will reimburse Lessee therefor. Lessee shall leave the surface of the ground in a clean, level, graded and compacted condition with no excavations or holes resulting from structures removed, but Lessee shall not be required to restore Leased Property to its preconstruction topography nor to remove landfill material placed in the regular course of landfill operations except as required by Federal, State or local laws and regulations.

(2) Upon the expiration of the term of this Agreement or any sooner termination thereof, other than by forfeiture pursuant to subsections (a) and (b) of paragraph 10 ("Default and Termination") of this Agreement, Lessee shall quit and surrender possession of the Leased Property to the Government leaving all Government improvements in at least as good and usable a condition, acceptable to the Government, as the same were in at the time of the first occupation thereof by Lessee under this or any prior Agreement, lease or permit, ordinary wear and tear excepted. However, the exception for wear and tear shall not entitle Lessee to damage the paving installed by the Government on the ground, regardless of the nature of Lessee's operations on the Leased Property. If the Government terminates this Agreement pursuant to Section (a) or (b) of paragraph 10 ("Default and Termination") Lessee is also obligated to restore the Leased Property as provided above or to pay the cost of restoration if Government chooses to perform the work. Expiration or termination of this Agreement does not relieve Lessee of its closure, post-closure, environmental response, long term operation and maintenance or corrective action responsibilities under applicable Federal, State, regional, or local environmental laws or as agreed herein.

(3) Lessee may not, nor allow any third party to, handle, receive, store, or dispose of anywhere on the Leased Property any substances classified as hazardous substances or hazardous wastes under any Federal, State or local law, except as may be later authorized pursuant to paragraph 20.(a). If Lessee or any third party has handled, stored, transported, transferred, received, disposed of or otherwise placed any hazardous substance or waste on the Leased Property and such substance or waste has contaminated or threatens to contaminate the Leased Property or adjacent premises or third-party premises (including structures and environmental media), Lessee, in the manner required by Federal, State, or local law or regulation and to the extent necessary to fully protect the Government from liability or obligation in connection therewith shall at its own expense remove or remediate such hazardous substances or wastes including any contaminated media and debris at the Leased Property, adjacent premises, or third party premises. Lessee's removal, remediation, or corrective action obligations under this Agreement shall not be extinguished, nor otherwise diminished, by any subsequent amendments to Federal, State, or local law which purports to reduce Lessee's financial liability and increase Government's financial liability, or limit such financial liability for the cleanup of municipal or other solid waste landfills.

(4) If such contamination can be removed from the Leased Property as required in the preceding paragraph, Lessee shall remove and properly disposed of all contamination and contaminated environmental media and debris and shall replace such environmental media with clean fill dirt, material or water suitable to the Government in compliance with all Federal, State and local laws and regulations. If Lessee determines such contamination or contaminated media or debris are not amenable to a removal action, Lessee shall undertake all necessary remedial and/or corrective actions in conformance with any applicable Federal, State, regional or local laws and cleanup standards. Treatment or off-site disposal shall be the preferred remedy over containment. In accordance with Federal, State and local guidelines and regulations Lessee shall, at its expense, be required to perform environmental media tests and monitoring showing that the Leased Property have not been contaminated by Lessee's operations and that there has not been a release from any of Lessee's facilities on the Leased Property, prior to termination of this agreement or any portion thereof. For the purposes of this subparagraph, such contaminants do not include municipal solid waste.

(5) If Lessee contaminates or has contaminated the Leased Property or adjacent premises or third-party premises (including structures and environmental media) in any manner, it shall immediately notify the Government and shall take immediate steps to remove and/or remediate the contamination in accordance with all applicable Federal, State, and local laws and regulations and perform all required environmental media testing and monitoring at Lessee's expense. If the Leased Property, adjacent premises or premises of a third-party are contaminated by any hazardous substances or wastes, or any pollutants, contaminants, or constituents thereof, of the kind handled by Lessee, the contamination is presumed to be caused by Lessee and the burden of proving (including the burden to produce records and other evidence) contamination by someone other than Lessee, including Lessee's predecessors, shall be on Lessee.

(6) For purposes of this Agreement the term "contaminant" includes: "hazardous substances" as defined in 42 U.S.C. Sec. 9601(14); "pollution or contaminant" as defined in 42 U.S.C. Sec. 9601(33); petroleum products including crude oil or any fraction thereof as defined in applicable Federal law or regulation; "solid waste" as defined in 42 U.S.C. Sec. 6903(27); and all of the above terms as defined under applicable State law. For the purposes of this Agreement, environmental media shall be defined to include soil, ground water, surface water, and air.

(7) Any tests required of Lessee by this paragraph shall be performed by a California certified testing laboratory satisfactory to the Government at Lessee's sole cost and expense. By signing this Agreement Lessee hereby irrevocably directs any such laboratory to provide the Government, upon written request from the Government, copies of all of its reports, test results, and data gathered.

(8) Lessee shall submit to the Government for review and comment any closure plan, post-closure plan, waste analysis plan, contingency plan, corrective action plan, or other plan required by Federal, State, regional or local environmental law and pertaining to Lessee's activities on the Leased Property. Representatives of the Government and Lessee agree to meet one (1) year before this Agreement terminates or one (1) year prior to the commencement of any applicable closure period required under Federal, State, or local environmental laws, whichever comes first, to develop a restoration plan. Such plan shall be prepared in writing by Lessee, with the consultation of the Government, and shall describe in detail Lessee's restoration activities and the time they will be commenced and completed. Such plan will be submitted to the Government at least six (6) months before termination of the Agreement. Lessee's failure to do so shall constitute a material breach of this Agreement.

(9) Lessee understands and agrees that it is responsible to complete restoration of the Leased Property as set forth in paragraph 9(c)(1) above including the cleaning up of any area it has contaminated before the expiration of this Agreement. If, for any reason, such restoration is not completed before such expiration, then Lessee remains responsible for and shall continue such restoration work, including closure, post-closure, and long term maintenance and monitoring, notwithstanding expiration or termination of this Agreement. Subject to approval by the Assistant Secretary of the Navy (Installations & Environment), the Lessee and Government may agree that the Government will complete the restoration work for Lessee on a reimbursable basis. If the Lessee disposes of any contaminated soil, material or groundwater, Lessee shall provide the Government with copies of all records indicating the type of material being disposed of as indicated on a Uniform Hazardous Waste Manifest or other appropriate chain of custody document, the method of transportation of the material to the disposal site and the location of the disposal site. For the purposes of this Agreement, Lessee agrees it has all environmental and financial liabilities for the landfills and will comply with all applicable Federal, State, and local statutes governing closure and post-closure maintenance; except, however, Lessee is not liable for post-closure activities of the Government on landfills that may jeopardize the integrity of previously closed sites or pose a potential threat to public health and safety or the environment.

10. DEFAULT AND TERMINATION:

(a) Upon the neglect, failure or refusal of Lessee to comply with any of the terms or conditions of this Agreement, and should Lessee fail to acknowledge in writing its obligation to cure such default within thirty (30) days after written notice and demand by Government to comply with any such item or condition, or thereafter fail to proceed diligently with such cure, Government may, at its option, declare this Agreement terminated. Thereafter, Government may recover possession of the Leased Property as provided by law. In the event Government shall determine that a breach of the terms or conditions of this Lease by Lessee has created an immediate threat to the health, safety or well-being of persons aboard the

Station, then upon written notice from Government, Lessee shall remove or abate the condition or activity causing such threat as instructed by Government, within the time stated for such action in the notice. Should Lessee fail to remove or abate such condition within a reasonable time as provided in such notice, Government may declare this Lease terminated forthwith and shall have all additional remedies provided herein in the event of breach by Lessee.

(b) Upon any termination of this Agreement by reason of Lessee's default, Lessee shall immediately surrender all rights in and to the Leased Property and all improvements. Lessee expressly agrees to compensate Government for any loss Government may suffer if the Agreement is terminated and Lessee fails to vacate the Leased Property. Upon any such termination any and all buildings, structures and improvements of any character whatsoever, erected, installed or made by Lessee on the Leased Property shall immediately ipso facto either become the property of Government free and clear of any claim of any kind or nature of Lessee or its successors, or become removable by the Government at the sole expense of Lessee, at the option of the Government.

(c) If this Agreement is terminated as set forth above, Government may enforce all of its rights and remedies under this Agreement.

11. MORTGAGE OF FACILITIES: Except as provided in paragraph 12(b), Lessee shall not: (a) engage in any financing or other transaction creating any mortgage upon the Leased Property, (b) place or suffer to be placed upon the Leased Property any lien or other encumbrance, or (c) suffer any levy or attachment to be made on the Lessee's interest in the Leased Property. Any such mortgage, encumbrance or lien shall be deemed a violation of this covenant on the date of its execution or filing of record regardless of whether or not it is foreclosed or otherwise enforced.

12. ASSIGNMENT OR SUBLETTING:

(a) Lessee shall not transfer or assign this Agreement or any interest therein nor sublet or otherwise make available to any third party any portion of the Leased Property or rights therein without the prior written consent of the Government. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the Agreement term beginning after such assignment, and then only if the Government shall have consented thereto.

(b) Government understands that Lessee intends to utilize private sector contractors to finance, design, build, operate, or otherwise "privatize" certain facilities on the Leased Property, and that to effectuate such "privatization" the Lessee may be required to enter into subleases with such private sector contractors which allow the contractors to encumber their subleased

interests, subject to Government's prior written consent as described above. Government agrees to review any proposed subleases in a timely manner.

13. DISPUTES:

(a) Disputes in General:

(1) Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under this Lease which is not a "claim" as defined in subparagraph (b) below shall be decided by the Commanding Officer, Southwest Division, Naval Facilities Engineering Command (after consultation with the Commander, Marine Corps Air Bases, Western Area when the Station has been redesignated as MCAS Miramar), who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to Lessee. The decision of said Commanding Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of said decision, the Lessee mails or otherwise furnishes to the Commander, Naval Facilities Engineering Command a written appeal. The decision of the Commander, Naval Facilities Engineering Command or his authorized representative for the determination of such appeal shall be final and conclusive unless the same is proven to be fraudulent, arbitrary or capricious, or so grossly erroneous as necessarily to imply bad faith. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Commanding Officer, Southwest Division, Naval Facilities Engineering Command.

(2) This Disputes clause does not preclude consideration of questions of law in connection with decisions on matters in dispute. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

(3) Nothing contained in this paragraph shall be deemed to limit or modify the authority of Government to require Lessee to immediately abate or remove any activity or condition which threatens the health, safety or well-being of persons aboard the Station.

(b) Claims:

(1) All disputes arising under or relating to this Lease which constitute "claims" as defined herein shall be resolved under this subparagraph (b).

(2) "Claim," as used in this subparagraph (b), means a written demand or written assertion by one of the parties hereto seeking, as a matter of right arising under and pursuant to the terms of this Lease, the payment of money in a sum certain or the interpretation of a provision of this Lease pursuant to which a party seeks such payment. A written demand or written assertion by

Lessee seeking the payment of money exceeding \$50,000 is not a claim hereunder until certified as required by subparagraph (4) below.

(3) A claim by either party shall be made in writing and submitted to the Commanding Officer, Southwest Division, Naval Facilities Engineering Command for a written decision.

(4) Lessee shall provide the certification specified in subparagraph (6) below when submitting any claim:

(A) exceeding \$50,000; or

(B) regardless of the amount claimed, when using arbitration conducted pursuant to 5 U.S.C. Sec. 575-580 or any other alternative means of dispute resolution (ADR) which the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA); provided, however, that the use of arbitration or other ADR shall require the written consent of both Government and Lessee.

(5) The certification requirement does not apply to issues in controversy that have not been submitted as a claim or part of a claim.

(6) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the amount for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

(7) The certification may be executed by any person duly authorized to bind Lessee with respect to the claim.

(8) For claims by Lessee in the amount of \$50,000 or less, the Commanding Officer must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$50,000, the Commanding Officer must, within sixty (60) days, decide the claim or notify the Lessee of the date by which the decision will be made.

(9) The Commanding Officer's decision shall be final unless the Lessee appeals to the Armed Service Board of Contract Appeals or the United States Court of Federal Claims under the Contract Disputes Act of 1978 as amended (41 U.S.C. Sec. 601-613).

(10) By the written mutual consent of Lessee and Government, a claim may be resolved by use of ADR. When arbitration is conducted pursuant to 5 U.S.C. Sec. 575-580, or when any other ADR procedure is employed, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (6) and executed in accordance with subparagraph (7) of this paragraph.

(11) The Government shall pay interest on any amount found due and unpaid from the later of (1) the date that the Commanding Officer receives the claim (certified, if required), or (2) the date that payment otherwise would be due, until the date of payment. Simple interest on claims shall be paid at the same rate as that fixed by the Secretary of the Treasury for claims under the Contracts Disputes Act which is applicable to the period during which the Commanding Officer receives the claim, and then at the rate fixed by the Secretary of the Treasury for each six (6) month period thereafter during the pendency of the claim.

(12) Lessee shall diligently perform all of its obligations under this Lease pending final resolution of any claim filed hereunder, and shall comply with any decision of the Commanding Officer thereon.

14. RISK OF LOSS-INSURANCE:

(a) Lessee shall bear all risk of loss of or damage to the Leased Property arising from any cause whatsoever, with or without fault by Lessee; provided, however, that Lessee's liability for any loss or damage to its property resulting from risks expressly required to be insured against under this Agreement shall not be deemed, by reason of this Agreement, to exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; provided, further, that maintenance of the required insurance shall effect no limitation on Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees or invitees, nor any limitation of obligations under Section 9 of the Lease. Lessee shall not have the duty to insure against loss, damage, or injury to Government equipment, machinery, aircraft, or personnel, including legal heirs of Government personnel, where the basis of such risk solely involves the negligence or willful misconduct of Government agents, officers, or employees.

(b) Lessee shall procure and maintain, at its own expense, insurance on the Leased Property in such initial amounts and types as may exceed, but shall not be less than, the minimum amounts and types specified in paragraph 14 (e) below. However, Lessee shall provide, maintain, increase, change or discontinue such insurance as the Government may from time to time require and direct; provided, Lessee's liability for loss of or damage to the Leased Property is modified accordingly.

(c) All insurance which this Agreement requires Lessee to carry on the Leased Property shall be in such form, for such amounts, for such periods of time and with such insurers as the Government may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Government prior to the making of any material change in or the cancellation of the policy. Lessee shall deliver promptly to the Government a certificate of insurance or a certified copy of each policy of insurance required by this Agreement and shall also

deliver to the Government, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by Lessee on any of the Leased Property shall be for the protection of the Government and Lessee against their respective risks and liabilities in connection with the Leased Property. Each policy of insurance shall name both Lessee and the United States of America (Department of the Navy) as the insured, and each policy of insurance against loss of or damage to the Leased Property shall contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with City of San Diego and the proceeds, at the election of the Government, shall be payable to City of San Diego; any proceeds not paid to City of San Diego shall be payable to the Treasurer of the United States."

(d) The initial minimum amounts and types of insurance which Lessee shall procure and maintain in accordance with this paragraph are the following:

Liability:

\$10,000,000 per person
\$10,000,000 per accident

Property Damage:

\$10,000,000 per accident

(e) In the event and to the extent Lessee elects to meet its insurance obligations hereunder by self-insuring, all references to insurance in this Agreement shall refer to such self-insurance and the Lessee shall be deemed to be the insurer thereof.

(f) Lessee acknowledges that in entering this agreement, Government is relying on the opinion letter of Lessee's City Attorney dated September 30, 1994 which is attached hereto as Exhibit "D".

15. METHANE GAS FROM LANDFILLS:

(a) Lessee acknowledges its responsibility for collection and disposal of methane gas generated by solid waste landfills in performance of its obligation to close and monitor said landfills.

(b) All facilities and equipment for the collection, transportation, use and disposal of methane gas shall utilize, at the time of initial construction and significant replacement of equipment or facilities, the best available control technology (BACT) to maximize collection and minimize the release of gas to the atmosphere. Lessee shall maintain all such facilities in proper working order so as to maintain proper performance thereof.

(c) Government agrees to sell, and Lessee agrees to buy all methane gas extracted from solid waste landfills on the Leased Property, at a total maximum cost not to exceed \$1.5 million.

Lessee shall make such compensation by means of annual production payments equal to two percent (2%) of the annual gross revenues derived from the sale of energy generated from landfill gas to buyers other than those situated on the Leased Property. Consistent with the total maximum cost specified above, the term during which production payments will be required shall commence at the inception of the sale of energy to off-site buyers, and shall endure until usable methane gas no longer can be produced from the landfills. Lessee makes no representation that cumulative production payments will ultimately satisfy the maximum sale price for the methane gas, and Government agrees to accept the actual cumulative value of production payments as the full sale price for the gas. The parties recognize that the maximum sale price for the methane gas and the percentage of gross revenues applicable as production payment, as provided by this subparagraph, have been agreed upon based only on a preliminary assessment of the quantity and quality of gas available, and of the off-site marketability of energy produced therefrom. Accordingly, the parties agree that said maximum sale price and the percentage of gross revenue applied as production payment may be renegotiated in good faith by the parties either when the total maximum cost is reached, or five (5) years after the execution of this Lease, whichever first occurs; provided, however, that the renegotiated maximum price, if any, shall remain reasonably attainable via the production payments.

16. MITIGATION FOR ENVIRONMENTAL IMPACTS: Lessee understands and agrees that the Leased Property shall not be used to mitigate the environmental impacts of any action or activity of Lessee. Lessee further understands and agrees that lands of the Department of the Navy outside the Leased Property are not available to Lessee for mitigation of any environmental impacts of any action or activity of Lessee, whether on or off of the Leased Property.

17. AIR QUALITY: Lessee acknowledges and understands that it is a material condition of Government's decision to enter into this Agreement that emissions of air pollutants or air contaminants arising from Lessee's past, present and future activities on the Leased Property will be attributed to the Lessee and not to the Government for purposes of all regulation. Such regulation includes, but is not limited to, all Federal, State, interstate, and local requirements (whether substantive or procedural), authority and process and sanctions respecting control and abatement of air pollution, including all permit requirements. Specifically, it is understood and agreed that, as between the Government and Lessee, no part of the Leased Property, nor any mobile, stationary or transportable unit located thereon shall be considered part of the same source, stationary source, facility, building, structure, other regulated unit, or aggregation of such regulated units as the rest of Government's property for purposes of any and all air quality regulation. If it is determined that the Station and Leased Property are part of the same source, Lessee shall, as a prerequisite to conducting or continuing its operations, obtain sufficient emission credits to offset its emissions on the Leased Property so as not to limit or otherwise jeopardize emissions from the Station. Failure of the foregoing condition at any time, for any reason, during the term of this

Agreement shall constitute a material failure of consideration to the Government and be cause for the Government, in its discretion, to terminate this Agreement, suspend Lessee's operations, and/or require Lessee to pay to Government the amount of any fee, expense, cost, fine, penalty or sanction imposed by any governmental agency or entity by reason of any air emissions resulting from Lessee's activities in, on or near the Leased Property. Lessee hereby waives all termination and/or suspension claims and costs if such termination or suspension results from a determination that the Station and Leased Property are part of the same source and Lessee is unable or otherwise fails to obtain sufficient emission credits at Lessee's cost to conduct or continue its operations on the Leased Property.

18. COMPLIANCE WITH BIOLOGICAL OPINION: Lessee acknowledges and understands that its occupancy and use of the Leased Property may affect one or more species which are listed or proposed for listing as Endangered or Threatened pursuant to the Federal Endangered Species Act, codified at 16 U.S.C. Sec.1531 et seq. (Act). As a material term of this Agreement, Lessee covenants and agrees with the Government that it assumes full responsibility for and will insure full compliance with the Act, including aspects of the Act that are applicable to the Government. Lessee acknowledges that it has participated in formal consultation with the U.S. Fish & Wildlife Service which has concluded with the production of Biological Opinion #1-6-94-F-37, dated September 29, 1994 (Opinion). Lessee acknowledges and understands that the Opinion contains provisions that may go beyond the minimums set by the Act. Nonetheless, Lessee covenants and agrees with Government that, to insure full compliance with the Act, Lessee will fully implement the Opinion as an obligation to be performed under this Agreement. Lessee's obligations include, but are not limited to, performance of, or compliance with, all measures, terms and conditions, conservation recommendations and any and all incidental take statement provisions included in the Opinion; and, at the request of either the Government or the U.S. Fish and Wildlife Service, participating in any future consultation(s) and implementing the terms of any superseding Biological Opinion(s). Lessee does not waive any right to challenge or appeal any Opinion but Lessee covenants and agrees that it will indemnify and defend the Government and hold it harmless from any liability arising under the Act as the result of any action or failure to act by Lessee. Failure of the Lessee to perform any of the obligations set forth in this paragraph shall be deemed a material breach of this Agreement and cause, for the Government, in its discretion, to terminate this Agreement.

19. SPECIAL USE RESTRICTIONS:

(a) Lessee understands and agrees that the location of the Leased Property on the Station, and the proximity of the intended uses of the Leased Property by Lessee under this Agreement to the operational areas and flight patterns for high performance and low flying military aircraft requires that the Leased Property be used at all times in strict accordance with special restrictions made necessary by the nature of the military mission and operations of

the Station. Lessee covenants and agrees with Government that, notwithstanding any other provision of this Agreement, it will at all times use the Leased Property so that:

(1) Lessee's activities are in compliance and conformance with the Station's Bird Air Strike Hazard (BASH) Management Plan now or hereafter in effect;

(2) All facilities in which sludge is processed or hauled are covered and use the best available control technology to prevent the release of odor such that they produce less than five (5) odor units, as defined by American Society for Testing and Materials Method E-679 Standard Practice for Determination of Odor and Taste Thresholds by a Forced-Choice Ascending Concentration Series Method of Limits (being the level at which odor is detectable), 99.5% of the hours per calendar year at a distance of one thousand feet (1000') from the exterior of any building from which odor is emitted;

(3) Any modification or changes to Lessee's use of the Leased Property from those set forth in its Miramar Landfill General Development Plan dated September 1994, are approved by Government in writing before they are implemented and are compatible with the Station's established Air Installation Compatible Use Zone plan and any future updated or amended versions then in effect. Government agrees to review and decide such proposals in a timely manner;

(4) No structure, earthen mounds, or natural plant growth on the Leased Property shall be permitted to extend above 465 MSL;

(5) There shall be no reflective glass on the exterior of any structure on the Leased Property and no interior lighting shall be visible from above the horizontal plane of any window, skylight, or opening;

(6) All exterior lighting shall be reflected downward;

(7) No dust, vapors, or particulate matter impairing visibility shall be released or emitted from the Leased Property;

(8) There shall be no open flaring of methane gas from the Leased Property;

(9) No structures, heavy equipment placement or movement, subsurface excavations or placement of refuse or soil mounding shall be allowed within 25 feet on either side of any underground fuel lines on the Leased Property without prior written approval of the Commanding Officer of the Station; and

(10) Lessee understands that electronic emissions at or near the Leased Property could be hazardous to aircraft or otherwise interfere with military operations at the Station. No equipment or device which emits or transmits electronic signals of any kind may be used at the Leased Property or in connection with Lessee's operations or activities without first obtaining the

express written permission of the Station's Frequency Manager, or such other official as the Commanding Officer of Station may designate, for use of that specific equipment or device. Equipment or devices which have been approved by Station shall be operated in such manner as to produce electronic emissions only at the frequency or frequencies specified in such written permission, and only in accordance with such other limitations (such as restrictions on the length or time of emissions or on signal strength) as are stated therein. In the event the Station shall determine at any time that any electronic emissions represent a hazard to aircraft or interfere with Station operations, Lessee will, upon notice from Station, immediately cease operating the device or equipment causing such emissions, whether or not it was previously approved;

(11) Lessee shall not permit open storage of processed bio-solids.

(b) Any breach of the provisions of this paragraph may be deemed a material breach of this Agreement.

20. ENVIRONMENTAL LAW COMPLIANCE:

(a) This Agreement is subject to 10 U.S.C. Sec. 2692, which prohibits the storage and disposal on Department of Defense (DoD) property of toxic or hazardous materials not owned by DoD. The Government's execution of this lease is therefore contingent upon obtaining the necessary statutory relief to store or dispose of non-DoD owned toxic or hazardous materials on the Leased Property.

(b) Lessee shall be solely responsible for obtaining, at its sole cost and expense, any and all permits required for its activities on the Leased Property, independent of any existing permits and shall provide complete copies thereof to Government before commencing any construction or activities pursuant to this Lease.

(c) The Government's rights under this Agreement specifically include the right to inspect, upon reasonable notice, the Leased Property and Lessee's facilities and operations thereon, for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them.

(d) Lessee shall comply with all applicable Federal, State, and local laws, ordinances, rules, Executive Orders and regulations pertaining to environmental protection, health, and safety and shall be solely responsible for any and all fines, penalties, and enforcement actions instituted or imposed pursuant to said laws, ordinances, rules and regulations with respect to the Leased Property or Lessee's use thereof. Lessee hereby assumes all environmental and financial liability for its activities on the Leased Property, and Lessee further agrees to defend, indemnify, and hold the Government, its officers, agents and employees, harmless from any and all claims, fines, penalties, causes of action, or other civil or administrative liability arising out of

or related to Lessee's activities on the Leased Property. Lessee shall be solely responsible to pay and shall hold Government harmless from any fee, assessment, charge or tax imposed on Lessee's activities or operations, including but not limited to the California Quarterly Solid Waste Disposal Fee and any other fee, assessment, charge or tax imposed upon or measured by the quantity or type of waste disposed on the Leased Property.

(e) Lessee shall be responsible for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) in connection with any construction or other action by Lessee not heretofore specifically covered in completed environmental documentation.

(f) The Lessee and the Government shall use best efforts to reduce the quantities of solid waste requiring landfill disposal under this Agreement through recycling and waste diversion as required by Federal, State, and local law and regulations.

(g) Any violation of the provisions of this paragraph shall be deemed a material breach of this Agreement.

21. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY: This Agreement is subject to all outstanding easements and rights of way for location of any type of facility over, across, in and upon the Leased Property, or any portion thereof, and to the right of the Government to grant such additional easements and rights of way over, across, in and upon the Leased Property as it shall determine to be in the public interest; provided however, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State or local official engaged in the official inspection thereof such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities.

22. TERMINATION:

(a) The Government shall have the right to terminate this Agreement, or any portion thereof, at any time, without prior notice, and regardless of any lack of breach by Lessee of any of the terms and conditions of this Agreement. In the event of termination for any reason not involving a breach by Lessee of the terms and conditions of this Agreement, the Government shall make an equitable adjustment of any advance rentals paid by the Lessee consistent with the schedule of rates in Exhibit "C", and subject to the availability of Congressionally appropriated funds for excess rental payments in accounts which are legally available to the Secretary of the Navy for such use. Nothing herein shall be

construed that Congress will at a later date, appropriate funds sufficient to cover any deficiency.

(b) Lessee shall have the right to terminate this Agreement upon ninety (90) days written notice to the Government in the event of damage to or destruction of all of the improvements of the Leased Property or such a substantial portion thereof as to render the Leased Property incapable of use for the purposes for which it is leased hereunder; provided, (1) the Government either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise; and (2) that such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, contractors, subcontractors, employees, subtenants, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this Agreement. Such termination shall not include any of Lessee's obligations regarding the landfills covered by this Agreement.

23. WAIVER OF LIABILITY AND INDEMNIFICATION BY LESSEE; GOVERNMENT NONLIABILITY. WAIVER OF SUBROGATION: To the extent allowed by law, Lessee hereby waives and releases, on behalf of itself and its officers, employees, agents, servants, representatives, subtenants, licensees, invitees, contractors and subcontractors, any and all claims against Government, and its officers, agents, and employees for personal injury, death or property damage which arises out of or is alleged to arise out of an act or omission of Government in, on or affecting the Leased Property. Lessee covenants that it will indemnify the Government and hold it harmless from and against any and all liability or claims for (a) loss of or damage to any property owned by or in the custody or control of Lessee on the Leased Property, or (b) the death of or injury to any person or persons in or on the Leased Property, or which may arise out of or be attributable to the condition or state of repair of the Leased Property, Lessee's activities, operations or actions on or at the Leased Property, or Lessee's use or occupancy of the Leased Property (whether or not such death or injury shall be occasioned by the negligence or lack of diligence of Lessee or its officers, agents, servants or employees) or the furnishing of or failure or interruption of any utilities or services. Lessee agrees that it will adequately insure or self-insure itself and all of its property in or on the Leased Property and that Lessee shall require any financial assurance arrangement to provide that the entity providing such financial assurance waive any subrogation right or other claims it may have against the Government. In the event Lessee is self-insured against any loss or liability, Lessee waives subrogation against the Government in connection with any and all claims of loss or liability. Notwithstanding the other provisions of this paragraph, Lessee shall not be liable to Government for loss, injury, or damage to Government equipment, machinery, aircraft, or personnel in the event that the negligence or willful misconduct of the Government, its agents, officers, or employees is the sole or contributing cause of such loss, injury, or damage.

24. UTILITIES AND SERVICES: In the event that the Government shall furnish Lessee with any utilities and services maintained by the Government which Lessee may require in connection with its use of the Leased Property, Lessee shall pay the Government the charges therefor in addition to the cash rent required under this Agreement. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. It is expressly agreed and understood that nothing herein shall be deemed to require the Government to provide any utilities or services to Lessee, and the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to Lessee.

25. COVENANT AGAINST CONTINGENT FEES: Lessee warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

27. INTEREST:

(a) Notwithstanding any other provision of this Agreement, unless paid within thirty (30) days, all amounts that become payable by the Lessee to the Government under this Agreement shall bear simple interest from the date until paid unless paid within thirty (30) days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (P.L. 95-563), which is applicable to the period in which the amount becomes due, as provided in subparagraph (b) of this paragraph, and then at the rate applicable for each six (6) month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this Agreement.

(2) The date of the first written demand for payment consistent with this Agreement, including any demand resulting from a default termination.

28. STATE AND LOCAL TAXES: In the event any taxes, assessment or similar charges are imposed by State or local authorities upon the Lessee's interest in the Leased Property, Lessee's improvements or Lessee's operations, the Lessee shall pay the same when due and payable.

29. CONSENT: Where the consent or approval of a party is required in or necessary under this Agreement, the consent or approval shall not be unreasonably withheld.

30. NO PARTNERSHIP: The parties agree that nothing herein nor shall any prior agreement between the Lessee and the Government be deemed or construed by the parties or by any third party as creating or authorizing the creation of any partnership or joint venture between Government and Lessee. It is understood and agreed that no provision of this Agreement, nor any act of the Government or Lessee hereafter, shall be deemed to create any relationship between the Government and Lessee other than that provided herein.

31. TIME OF THE ESSENCE: Time is of the essence for this Agreement and to the performance of each and every term, covenant, and condition thereof.

32. REMEDIES: The specified remedies to which the Government may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Lessee of any provision of this Agreement. The failure of the Government to insist in any one or more case upon the strict performance of any of the covenants of this Agreement on the part of Lessee to be performed or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option.

33. GOVERNMENT RULES AND REGULATIONS: Lessee, and Lessee's employees, officers, agents, contractors and invitees, shall comply at all times with such rules and regulations regarding security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the Government.

34. LABOR PROVISION: During the term of this lease, the Lessee agrees to comply with all applicable labor provisions contained within Federal, State, and local statutes and regulations, and shall ensure that all contractors, subcontractors, and sublessees shall likewise comply.

35. ENFORCEMENT: If this Agreement or any term or provision thereof or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

36. PARTIES BOUND: All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Lessee to the same extent as if each successor and assign were in each case named as a party to this Agreement. Any person, corporation or other legal entity acquiring any or all of the rights, title and interest of the Lessee in the Leased Property shall thereby become liable under and be fully bound by all of the provisions of this Agreement.

37. ADMINISTRATION AND NOTICE: The local Government representative of this Agreement is Commanding Officer, Southwest Division, Naval Facilities Engineering Command. All correspondence and notices concerning this Agreement shall be directed to:

If to the Government:
Commanding Officer
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, California 92132-5190

and to:
Commanding Officer
Naval Air Station, Miramar
San Diego, California 92145-5005

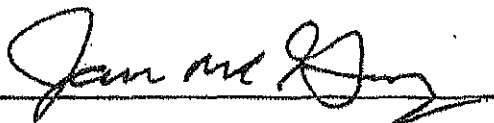
If to the Lessee:
The City Manager
City of San Diego
202 "C" Street
San Diego, California 92101

No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect unless in writing.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date inserted in the first paragraph.

CITY OF SAN DIEGO

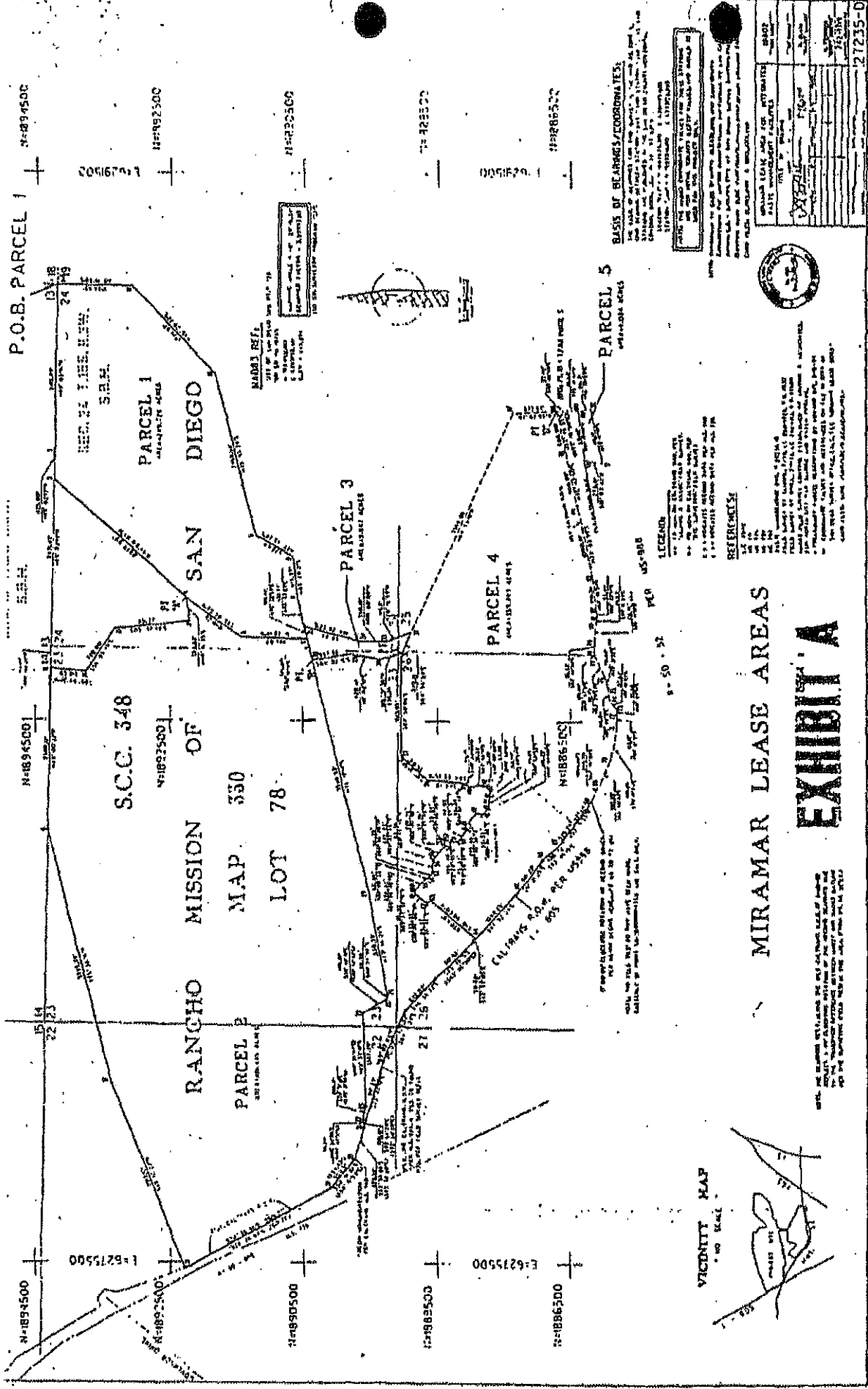
UNITED STATES OF AMERICA
Department of the Navy

BY 

BY 

Title CITY MANAGER
(Signature effective upon ratification by the City Council of the City of San Diego)

Title DASN (I+F)



P.O.B. PARCEL 1

RANCHO MISSION OF SAN DIEGO
S.C.C. 548
MAP 330
LOT 78

PARCEL 3

PARCEL 4

PARCEL 5

VICINITY MAP

MIRAMAR LEASE AREAS EXHIBIT A

1" = 50' ±

LEGEND

- UNDEVELOPED LAND
- - - - - BOUNDARY OF PARCEL 1
- - - - - BOUNDARY OF PARCEL 2
- - - - - BOUNDARY OF PARCEL 3
- - - - - BOUNDARY OF PARCEL 4
- - - - - BOUNDARY OF PARCEL 5
- - - - - ADJACENT LAND
- - - - - ROAD
- - - - - RAILROAD
- - - - - CANAL
- - - - - POWER LINE
- - - - - TELEPHONE LINE
- - - - - FENCE
- - - - - STREAM
- - - - - WOODS
- - - - - CULTIVATED LAND
- - - - - UNDEVELOPED WOODS
- - - - - UNDEVELOPED PASTURE
- - - - - UNDEVELOPED WETLANDS
- - - - - UNDEVELOPED BARREN LAND
- - - - - UNDEVELOPED SAND
- - - - - UNDEVELOPED ROCK
- - - - - UNDEVELOPED CLAY
- - - - - UNDEVELOPED SILT
- - - - - UNDEVELOPED GRAVEL
- - - - - UNDEVELOPED COBBLES
- - - - - UNDEVELOPED Boulders
- - - - - UNDEVELOPED DEBRIS
- - - - - UNDEVELOPED RUBBISH
- - - - - UNDEVELOPED WASTE
- - - - - UNDEVELOPED LITTER
- - - - - UNDEVELOPED TRASH
- - - - - UNDEVELOPED DEBRIS
- - - - - UNDEVELOPED RUBBISH
- - - - - UNDEVELOPED WASTE
- - - - - UNDEVELOPED LITTER
- - - - - UNDEVELOPED TRASH

REFERENCES

- 1. U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, "SAN DIEGO COUNTY WATER RESOURCES", 1964.
- 2. U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, "SAN DIEGO COUNTY WATER RESOURCES", 1964.
- 3. U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, "SAN DIEGO COUNTY WATER RESOURCES", 1964.
- 4. U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, "SAN DIEGO COUNTY WATER RESOURCES", 1964.
- 5. U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, "SAN DIEGO COUNTY WATER RESOURCES", 1964.



PARCEL	SHEET
1	1
2	1
3	1
4	1
5	1

THIS MAP WAS MADE FROM THE ORIGINAL SURVEY RECORDS AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

NO WARRANTY IS MADE BY THE SURVEYOR AS TO THE ACCURACY OF THE DATA OR THE RESULTS THEREOF. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THIS MAP.

27235-0

MIRAMAR LEASE AREAS FOR
INTEGRATED WASTE MANAGEMENT FACILITIES

Being those portions of Lot 78 of, Partition of Rancho Mission of San Diego, in the County of San Diego, State of California according to Map No. 330 filed in the office of the County Clerk of said County, January 14, 1886, made in action entitled Juan, et al, vs. Commercial Bank of San Diego, et al, under Superior Court Case No.348, more particularly described as follows:

PARCEL 1

Beginning at the common corner of Sections 13, 18, 19, and 24, Township 15 South, Range 3 West, of the San Bernardino Meridian according to the United States Government Survey; thence along the North line of said section 24 North 89°03'16" West 2413.89 feet; thence continuing along said North line North 89°02'17" West 425.00 feet; thence South 41°24'51" West 2,619.35 feet to a point designated herein as Point "A"; thence South 35°06'02" West 1,010.25 feet; thence South 01°20'14" West, 986.07 feet; thence North 76°23'57" East 621.39 feet; thence North 83°20'21" East 613.37 feet; thence North 27°43'20" East 629.64 feet; thence North 75°55'34" East 2,458.58 feet; thence North 45°20'22" East 1,796.57 feet; thence North 00°19'59" East 1,094.43 feet to the point of beginning.

(Said parcel of land contains 249.725 acres more or less)

PARCEL 2

Beginning at Point "A" as described in Parcel 1 herein; thence South 80°16'35" West 353.52 feet; thence North 5°47'48" West 1,131.27 feet; thence North 56°05'45" West 770.00 feet; thence North 5°54'23" East 518.69 feet to a point on the northerly line of Section 23 as described in said Parcel 1; thence along said section line North 89°00'28" West 2,380.12 feet; thence leaving said section line South 75°56'16" West 3879.28 feet; thence South

EXHIBIT A to LEASE

68°12'22" West 2917.12 feet to an angle point on the easterly line of the State of California Department of Transportation (Caltrans) right-of-way (State Route 11-SD-805) as shown on Caltrans monumentation map Miscellaneous Survey No. 726(M.S.726); thence along said easterly line South 28°36'46" East 2,501.27 feet (South 28°36'58" East 2,501.28 feet per M.S.726); thence South 50°16'36" East 554.51 feet (South 50°16'58" East 554.40 feet per M.S.726) to the beginning of monumentation mapping for the northerly line of Caltrans right-of-way (State Route 11-SD-52) as shown on M.S.988; thence leaving said easterly line of (State Route 11-SD-805) along the northerly line of said Caltrans right-of-way (State Route 11-SD-52) South 73°58'06" East 474.98 feet (South 73°58'20" East per M.S.988) to the most easterly point of the Monardella Mitigation Site as delineated on said M.S.988; thence leaving said northerly right-of-way line along the northerly line of said mitigation site North 80°58'05" East (North 80°57'51" East per M.S.988) 110.94 feet; thence South 78°31'21" East (South 78°31'35" East per M.S.988) 200.81 feet; thence North 88°37'01" East 1,387.20 feet (North 88°36'47" East per M.S.988); thence South 30°42'19" East (South 30°42'33" East per M.S.988) 402.29 feet; thence leaving the northerly line of said mitigation site South 80°24'03" East 53.98 feet; thence North 79°46'28" East 1,530.33 feet; thence North 76°19'14" East 3,540.93 feet to a point designated herein as Point "B"; thence continuing along said last course North 76°19'14" West 326.00 feet; thence North 1°20'14" East 986.07 feet; thence North 35°06'02" East 1,010.25 feet to the point of beginning.

(Said parcel of land contains 801.445 acres more or less)

PARCEL 3

Beginning at Point "B" as described in Parcel 2 herein; thence South 9°02'16" East 597.85 feet; thence South 11°02'18" West 420.41 feet; thence South 16°51'36" East 338.36 feet to a point designated herein as Point "C"; thence South 64°56'54" East 345.15 feet; thence North 20°16'59" West 416.11 feet; thence North 0°00'00" East 350.10 feet; thence North 14°26'22" East 881.88 feet; thence South 76°23'57" West 188.42 feet; thence South 76°19'14" West, 326.00 feet to the point of beginning.

(Said parcel of land contains 9.847 acres more or less)

PARCEL 4

Beginning at Point "C" as described in Parcel 3 herein; thence North 89°50'06" West 1,513.85 feet; thence South 41°31'31" West 511.04 feet; thence South 4°29'56" West 569.70 feet; thence South 40°00'00" West, 94.71 feet; thence South 7°55'19" East, 216.59 feet; thence South 40°00'00" West 111.90 feet; thence South 82°30'01" West 83.99 feet; thence North 68°39'24" West 62.44 feet; thence South 89°50'33" West 99.26 feet; thence North 50°00'00" West 145.28 feet; thence North 2°06'06" East 99.31 feet; thence North 50°00'00" West 245.96 feet; thence South 84°58'42" West 64.56 feet; thence North 53°59'57" West 182.03 feet; thence North 19°59'57" West 75.94 feet; thence North 13°24'41" East 125.83 feet; thence North 50°00'00" West, 50.58 feet; thence South 74°39'19" West, 57.28 feet; thence North 50°00'00" West 220.75 feet; thence North 59°11'45" West 65.96 feet; thence North 84°41'34" West 175.73; thence North 50°00'00" West 86.30 feet; thence North 30°00'15" West 82.44 feet; thence North 50°00'00" West 195.91 feet; thence North 89°27'31" West 40.22 feet; thence South 40°00'00" West 195.98 feet; thence South 7°36'31" East 94.97 feet; thence South 40°00'00" West 870.69 feet to a point on the northerly line of the State of California Department of Transportation (Caltrans) right-of-way (State Route 11-SD-52) as shown on Caltrans monumentation map Miscellaneous Survey No. 988 (M.S.988); thence along said northerly line South 47°52'05" East 1049.62 feet (South 47°52'10" East per M.S.988); thence South 51°21'05" East 501.22 feet (South 51°21'10" East 501.22 feet per M.S.988); thence South 43°46'15" East 400.78 feet (South 43°46'20" East per M.S.988); thence South 53°19'55" East (South 53°19'58" East per M.S.988) 762.36 feet; thence South 63°46'30" East 284.78 (South 63°46'35" East 284.88 feet per M.S.988); thence South 65°58'33" East (South 65°58'38" East per M.S.988) 382.89 feet; thence South 79°17'24" East (South 79°17'29" East per M.S.988) 485.05 feet; thence North 88°13'38" East (North 88°13'33" East per M.S.988) 193.19 feet; thence North 82°29'51" East (North 82°29'46" East per M.S.988) 96.65 feet; thence North 51°19'37" East (North 51°19'32" East per M.S.988) 132.62 feet; thence North 82°49'51" East (North 82°49'46" East per M.S.988) 166.54 feet; thence North 73°21'22" East (North 73°11'17" East per M.S.988) 195.60 feet; thence North 65°39'57" East (North 65°39'52" East per M.S.988) 312.73 feet; thence North 68°47'31" East (North 68°47'26" East per M.S.988) 102.80 feet; thence South 83°38'38" East (South 83°38'43" East per M.S.988) 115.47 feet; thence South 86°14'12" East (South 86°14'17" East per M.S.988) 291.46 feet; thence South 78°15'34" East 98.69 feet (South 78°15'39" East per M.S.988); thence North 88°22'14" East (North 88°22'09" East per

M.S.988) 97.49 feet; thence North 82°45'34" East (North 82°45'29" East per M.S.988) 490.34 feet; thence North 77°03'50" East (North 77°03'45" East per M.S.988) 1000.01 feet; thence North 76°42'50" East (North 76°42'45" East per M.S.988) 900.00 feet; thence North 77°46'55" East (North 77°46'50" East per M.S.988) 600.00 feet to a point designated herein as Point "D"; thence leaving said northerly right-of-way line North 3°02'08" West 672.67 feet; thence North 64°55'10" West 3,566.06 feet; thence North 64°56'54" East 345.15 feet to the point of beginning.

(Said parcel of land contains 359.336 acres more or less)

PARCEL 5

Beginning at Point "D" as described in Parcel 4 herein; thence South 3°02'08" East, 317.65 feet to a point on the southerly line of Caltrans right-of-way (11-SD-52) as shown on M.S.988, said point being the TRUE POINT OF BEGINNING; thence along said southerly line South 75°41'44" West (South 75°39'24" West) 39.69 feet; thence South 82°17'00" West (South 82°17'12" West) 691.03 feet; thence leaving said southerly line South 10°03'42" West 278.81 feet; thence North 77°12'59" East 813.14 feet; thence North 6°05'27" West 198.31 feet to the TRUE POINT OF BEGINNING.

(Said parcel of land contains 4.024 acres more or less)

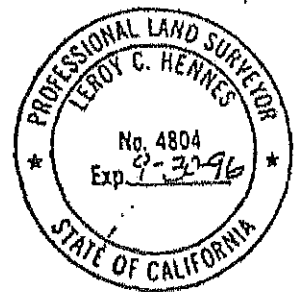
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

L. Roy C. Hennes 9-12-94

LEROY C. HENNES, DEPUTY CITY ENGINEER
L.S. 4804

W.O. No. 118802

DWG. No. 27235-D



7482RP00Q77

DUPLICATE

Disk: 0110A
Document No. 1486A

O.R. San Diego County GRANT OF EASEMENT

9/24/82 Doc # 82-295885

THIS INDENTURE, made the 19th day of July 1982, between the United States of America, herein called the Government, acting through the Department of the Navy, represented by the Commanding Officer, Western Division, Naval Facilities Engineering Command, San Bruno, California, and the City of San Diego, herein called the Grantee:

WHEREAS, the Government owns that certain real property identified as the Naval Air Station, Miramar, California, herein called the Station, and

WHEREAS, the Grantee requires the use of certain land at the Station for a sanitary landfill, and has requested an easement for the operation and maintenance of a sanitary landfill on, in, over, and under that portion of the Station hereinafter described, and

WHEREAS, the Grantee desires to convey fee title to approximately 60.85 acres of land hereinafter described, as partial consideration for this grant of easement, and

WHEREAS, authority to accept fee title to approximately 60.85 acres has been approved by Public Law 94-107, and

WHEREAS, the Secretary of the Navy has found that this grant of easement is compatible with the military mission of the Station and the public interest;

EXHIBIT B

NOW THEREFORE, this indenture witnesseth that, in partial consideration of the conveyance by Grantee to the Government of fee simple title to the land described in Exhibit "A" and shown on Exhibit "B" (E.F.D. Drawing No. A-102300), both attached hereto and made a part hereof, the Government hereby grants to Grantee and its assigns, for a term of twenty-five (25) years commencing 27 July 1982, and ending 26 July 2007, an easement for the operation and maintenance of a sanitary landfill on, in, over, and under the land legally described in Exhibit "C" and shown on Exhibit "D" (E.F.D. Drawing Nos. C-102481, C-102482, C-102483), both attached hereto and made a part hereof.

THIS EASEMENT is granted upon the following terms and conditions, acceptance of which is acknowledged by execution by the City of San Diego:

1. Grantee shall permit all Department of the Navy Stations and/or Activities located within or near the boundaries of the City of San Diego to dispose of wastes in the sanitary landfill at no cost to the Government for the term of this easement. This waiver of fees shall not apply to other solid waste disposal facilities operated by the City of San Diego.

2. The only wastes which will be permitted to be accepted at the sanitary landfill are Group II wastes as so defined by the State of California Solid Waste Management Board.

DOCUMENT NO. R-256573-3

FILED JUN 14 1982
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

EXHIBIT "B"
TO LEASE

Doc. 02-0567 P/A
Code _____ File _____

Encl Atty Gen Opinion of FEB 15 1983
Micro F83-101-1 To NAVFAC

32474829900077

3. The Government owns and reserves all rights to recover methane gases produced from the completed landfill areas. Recovery will be coordinated with ongoing landfill operations.

4. Grantee shall:

a. Prepare a Sanitary Landfill Master Plan for the Land described in Exhibit "C".

b. Submit a revegetation plan to the Commanding Officer, Western Division, Naval Facilities Engineering Command for his review and approval. The revegetation plan may be updated and/or amended subject to the review and approval of the Commanding Officer, Naval Air Station, Miramar. If revegetation is deemed by the Government to be inadequate, particularly in terms of preventing soil erosion, the Grantee may be required to perform corrective measures including repeating the soil preparation and reseeding.

c. Provide an environmental fence acceptable to the Navy within the landfill area to protect two major vernal pool areas from vehicular and pedestrian traffic.

d. Transplant individuals of the barrel cactus (Ferocactus viridescens), that will otherwise be lost as a result of the landfill project.

e. Establish a 50 foot wide "buffer" zone over the Navy fuel pipeline as shown on Exhibit "D". In this buffer zone, no structures shall be installed, no heavy equipment allowed, no subsurface excavations made, and no refuse deposited without the written permission of the Station.

f. Provide and maintain, in conformance with the Sanitary Landfill Master Plan, adequate drainage facilities to handle surface runoff water, prevent ponding of water and erosion upon the landfill and upon adjacent property. Grantee shall undertake any necessary controls to prevent leachate.

g. Protect and safeguard water wells 23 P 1 and 23 P 2 located in San Clemente Canyon and shown on Exhibit "D".

h. Be permitted to earth fill the finger canyon areas on the Station located between the landfill easement and the runway, such use to be documented under a separate agreement. Grantee shall relocate all roads, fences, and utilities to Government's specifications as established by the Public Works Officer of the Station.

i. Install and maintain a:

(1) Gate, at a location mutually acceptable to Station and Grantee, to facilitate the transporting of wastes to the landfill for disposal. Grantee shall install and maintain a road from the gate to the nearest landfill service road.

(2) Fence on the outside boundary of the sanitary landfill; size, type and exact location of the fence to be determined by the Public Works Officer of the Station. All roads within the sanitary landfill not utilized for access to landfill operations shall be barricaded or fenced to prevent encroachment by the public.

j. Obtain, at its own expense, all permits necessary to develop and operate a sanitary landfill on that area of the Station granted by this easement, and operate the landfill in accordance with the terms and conditions of those permits.

k. Maintain the premises and the sanitary landfill in good condition at all times and promptly make all repairs necessary to preserve the condition of the premises and continued operation and maintenance of the sanitary landfill.

l. Take all reasonable precautions to prevent fires. There shall be no burning on the sanitary landfill. In the event of a brush fire south of the Station's runways in West Miramar, Grantee will make heavy equipment such as bulldozers and water trucks available to the senior Navy fire fighting official in charge.

m. Temporarily cease sanitary landfill operations within twenty-four (24) hours after receipt of either a verbal or written request from the Commanding Officer, Naval Air Station, Miramar advising of an operational or emergency impact interfering with Station's defense mission. Grantee shall not resume sanitary landfill operations until the Government gives written notice authorizing the resumption of such operations. Station will minimize any cessation of landfill operations and, insofar as possible, will cordon off only the immediate impact area.

n. Procure and maintain or, to extent that any work is performed on the premises by non-governmental persons or organizations, the grantee shall require such persons or organizations to procure and maintain the following minimum amounts and types of insurance covering its use of the lands described in Exhibit "C":

Bodily Injury Liability \$300,000 per person
\$500,000 per accident

Property Damage Liability \$100,000 per occurrence

The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder and such insurance policies shall be assumed by, be for the account of, and be at the insurers sole risk.

Procurement of insurance will not be required in the event Grantee provides evidence to the Government that it is self-insured for the minimum amounts stipulated above.

5. Grantee may:

a. Continue use of Mercury Street access as shown on Exhibit "D" until an alternate access road is designed and constructed. Once the new access road is constructed, the Mercury Street access will terminate.

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b. Establish, in conformance with the Sanitary Landfill Master Plan, a limited administrative and maintenance area to support Grantee's landfill operations. Any proposed expansion of this area shall be submitted to the Commanding Officer, Western Division, Naval Facilities Engineering Command for his review and approval prior to any construction.

c. Operate a voluntary recycling center in the administrative area during the hours the landfill is open to the public.

d. Excavate dirt from the area covered by this easement for the purpose of providing the final topsoil cover for the North Miramar sanitary landfill.

6. Additional specifications relative to landfill operations, maintenance, and environmental considerations are set forth in Attachment One to Land Exchange Agreement N6247482RP00V23 dated 14 June, 1982.

7. All work in connection with the construction, installation, operation, repair, and replacement of the sanitary landfill shall be done without cost or expense to the Government, except as provided herein, in accordance with plans previously approved by the Commanding Officer of the Western Division, Naval Facilities Engineering Command.

8. Grantee recognizes the increased potential hazards to flight operations at the Station resulting from the presence of sea gulls on the sanitary landfill premises particularly during the months of November through February. Landfill operations may be conducted during these months provided the methods employed by Grantee to eliminate the sea gull hazard are satisfactory to the Commanding Officer of the Station.

9. Grantee releases, remises, and forever discharges the United States of America, its officers, agents, and employees of and from any and all causes of action, trespasses, injuries, damages, and demands whatsoever in law or in equity arising out of or connected with Grantee's use and operation of the sanitary landfill authorized hereby, excepting any such causes of action, trespasses, injuries, damages, or demands caused by the negligent or intentional acts or omissions of the United States of America, its officers, agents or employees.

To the extent that any work is performed on the premises by non-governmental persons or organizations the grantee shall require such persons or organizations to:

a. Pay the United States the full value for all damages to lands or other property of the United States caused by him or his employees, contractors, or employees of the contractors, and

b. Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, law suits, judgments and expenses arising out of or from any omission or activity in connection with activities under this easement.

10. Grantee's exercise of its rights hereunder shall at all times be subject to such reasonable rules and regulations as may be prescribed by the Government to prevent interference with Government activities at the Station.

11. In the event sanitary landfill capacity remains at the end of the term of this easement, Grantee may, at its option, by written notification to the Contracting Officer, at least six (6) months prior to the expiration of the easement, extend the term of this easement for two additional periods of five years each. In consideration for the extension of the term, Grantee shall continue the waiver of landfill disposal fees as described in paragraph 1 above. Upon the expiration of this easement Grantee shall remove itself and its property from the premises and surrender the possession thereof to the Government. In the event the Government shall terminate this easement, Grantee shall be allowed reasonable time, as determined by the Commanding Officer of the Station, but in no event less than sixty (60) days from receipt of notice of termination, in which to remove all its property from and terminate its operations on the premises. During such period prior to surrender, all obligations assumed by Grantee shall remain in full force and effect.

12. Before the expiration or prior termination of this easement, Grantee shall take all necessary action to leave the premises in a clean and orderly condition. All slopes shall be dressed, property drainage provided, and fences removed to the satisfaction of the Commanding Officer of the Station. In the event the Government shall terminate this easement, Grantee shall have a minimum of sixty (60) days from the receipt of the notice of termination to accomplish these actions.

13. During the term of this easement, Grantee shall have the right, at its own expense, to install such machinery or equipment, make such minor improvements and additions, and to attach such removable fixtures in or upon the premises as may be required for its use of the premises as a sanitary landfill, and to remove same at any time prior to the expiration or termination of this easement. In the event of termination of this easement by the Government, Grantee may remove such items within sixty (60) days from the receipt of the notice of termination. All property not removed shall be deemed abandoned by the Grantee and may be used or disposed of by the Government in any manner whatsoever without any liability to account to Grantee therefore, but such abandonment shall in no way reduce any obligation of Grantee for restoration under paragraph 12 above.

14. This easement may be terminated by the Government at any time prior to the term hereof or any extended term:

- a. Upon the failure by the Grantee to comply with the terms and conditions of this easement; or
- b. Upon abandonment of the rights herein, or nonuse of such rights for two consecutive years.

The Government recognizes the importance of the sanitary landfill to the health, safety, and welfare of the citizens of San Diego, and will exercise this section only for good and significant cause and after reasonable time for Grantee to correct any deficiencies in operations.

15. The Commanding Officer, Western Division, Naval Facilities Engineering Command, has designated the Director of the Real Estate Division to act as

N6247482RP00077

Contracting Officer. All correspondence concerning this easement shall be directed to:

Director, Real Estate Division (Code 24)
Western Division, Naval Facilities Engineering Command
P.O. Box 727
San Bruno, California 94066

Government shall notify Grantee in writing of any change in the designated Contracting Officer and/or his address.

16. Notices to be given by the Government to the Grantee may be personally served upon Grantee by serving the City Manager, or any person hereafter authorized in writing to receive such notice, or may be served by certified letter directed to:

City Manager
City of San Diego
202 "C" Street M99A
San Diego, California 92101

Grantee shall notify Government in writing of any change in the Grantee's designated representative and/or address.

IN WITNESS WHEREOF, the Government has caused this instrument to be executed on the day and year written first above.

UNITED STATES OF AMERICA

By 

WARREN K. BRANSCUM
Director, Real Estate Division
Western Division
Naval Facilities Engineering Command
For and on behalf of the United States
of America, Department of the Navy

IN WITNESS WHEREOF, this Grant of Easement is accepted by the City of San Diego acting through its City Manager pursuant to Resolution No. dated _____ authorizing such acceptance.

The City of San Diego

By 

City Manager

6247482RP00077

SAN DIEGO CITY PARCEL
FOR EXCHANGE WITH U.S. NAVY
LANDFILL AREA
AT NAS MIRAMAR, CA

All that land belonging to the City of San Diego being a portion of:

H.L. Barrow's subdivision of the north half of the southeast quarter of section 9 and lots 4, 5, 6 and 11 in said section 9, all in Township 15 South, Range 3 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, according to the map thereof no. 704, filed in the Office of the County Recorder of San Diego County, March 4, 1892, described as follows:

COMMENCING for a point of reference at a found standard monument with punched brass cap in the centerline of Miramar Road as shown on Map #10031 filed with the County Recorder of said county, said monument also shown on Record of Survey No. 8742 filed in the Office of the County Recorder on June 18, 1981, said standard monument having California State Coordinates of $y = 259,320.243$ feet, and $x = 1,710,133.938$ feet, Zone 6;

(1) thence along the centerline of said Miramar Road, North $80^{\circ} 34' 54''$ East, 805.77 feet to the southwesterly corner of said land belonging to the City of San Diego, said southwesterly corner being the TRUE POINT OF BEGINNING;

1. Thence along the westerly boundary line of said lands belonging to the City of San Diego, North $35^{\circ} 29' 37''$ West, 736.59 feet;
2. Thence continuing along said westerly boundary line, North $12^{\circ} 26' 16''$ West, 1259.73 feet to the northerly boundary line of Lot 14 of said H.L. Barrow subdivision and the northerly boundary of City of San Diego lands;
3. Thence along said northerly line to and along the northerly line of Lot 11 of said subdivision; South $89^{\circ} 23' 52''$ East, 1453.21 feet to the centerline of Road Survey No. 304 known as Old Miramar Road, on file in the Office of the County Recorder and Surveyor of said county;
4. Thence along said centerline and said northerly line, South $54^{\circ} 02' 29''$ East, 303.48 feet to a tangent curve to the right having a radius of 1700.00 feet through a central angle of $27^{\circ} 26' 47''$ for an arc distance of 814.35 feet;
5. Thence leaving said centerline and said northerly line of said City of San Diego lands and along the southeasterly and easterly boundary of said City of San Diego lands, South $59^{\circ} 41' 19''$ West, 596.36 feet to the east boundary line of Lot 7 of said H.L. Barrow subdivision;
6. Thence along said southeasterly and easterly boundary line of City of San Diego lands and said east boundary line of Lot 7, South $00^{\circ} 55' 36''$ West, 554.99 feet to the centerline of said Miramar Road, said centerline being the southerly boundary of said City of San Diego lands;

EASEMENT
EXHIBIT "A"

7. Thence along the centerline and said southe. boundary line, South 80° 34' 50" West, 1101.49 feet to the TRUE POINT OF BEGINNING.

The bearings and distances herein described are based on the California State Coordinate System, Zone 6 and are derived from said Record of Survey 8724 and in accordance with the Adjudicated line per S.C.C. No. 267298, dated October 10, 1968.

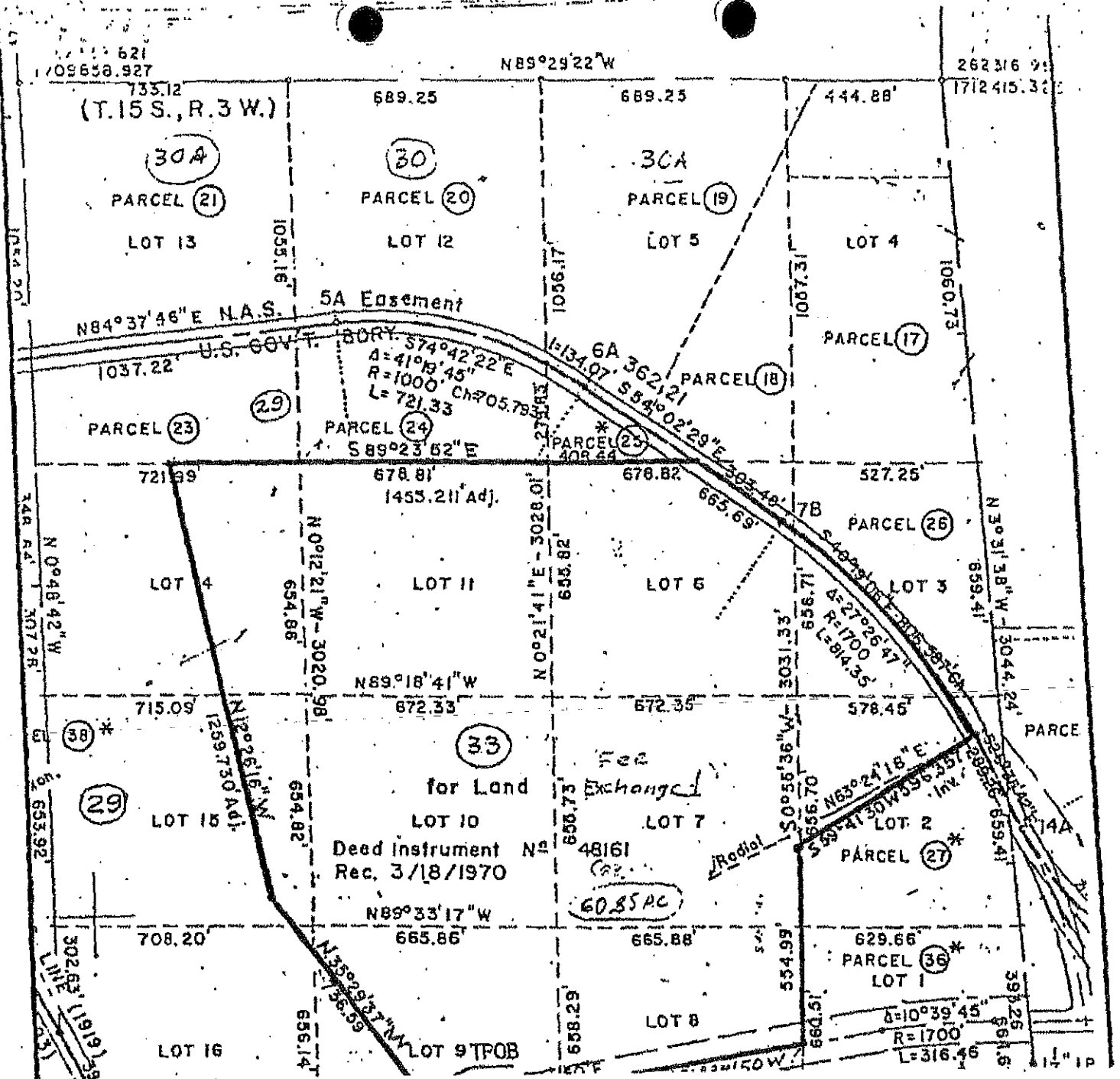
Reserving unto the Grantor herein an easement for Street and General Utility purposes, together with all appurtenances and incidents thereto through, over, under, upon, along, and across those portions of the above-described land lying within Road Survey No. 304 known as Old Miramar Road and Miramar Road, all as shown on Department of the Navy, Naval Facilities Engineering Command Drawing No. A-102300 attached hereto and made a part hereof.

6247482
Comp 32.18

This deed is subject to an existing easement granted to the San Diego Gas & Electric Company, recorded April 5, 1956 as Recorder's File No. 46458, Official Records of the San Diego County Recorder.

*Distance error
115.49
should be 111.49*

LEGAL DESCRIPTION	
WRITER <i>MEM</i>	APPROVED <i>Mike Mahoney</i>
CHECKED <i>MEM</i>	DATE: <i>4/26/82</i>
RECORDED <i>MEM</i>	



EASEMENT
EXHIBIT "B"

V 47482RP00-Q77

LEGAL DESCRIPTION - WEST MIRAMAR
SANITARY LANDFILL LEASE & ACCESS ROAD EASEMENT

All that portion of Lot 78, Rancho Mission of San Diego, according to partition map thereof on file in the Office of the County Clerk of said County in Superior Court Action No. 348, entitled Juan M. Luco, et al, vs. Commercial Bank of San Diego, et al, more particularly described as follows:

PARCEL 1

Commencing at the common corner of Sections 13, 18, 19 and 24, T15S, R3W according to United States Government Survey thereof; thence North $89^{\circ}03'14''$ West, 2,413.89 feet; thence North $89^{\circ}02'14''$ West, 2,896.49 feet to the Southwest corner of said Section 13; thence North $89^{\circ}00'19''$ West, 310.00 feet to the TRUE POINT OF BEGINNING; thence continuing North $89^{\circ}00'19''$ West, 2,380.06 feet; thence South $75^{\circ}56'21''$ West, 722.60 feet to a point hereby set aside and designated Point "A" for purposes of this description; thence South $01^{\circ}13'14''$ West, 1,537.98 feet; thence South $0^{\circ}50'29''$ West, 1,572.96 feet; thence South $06^{\circ}44'08''$ West, 1,503.23 feet; thence North $76^{\circ}19'44''$ East, 3,866.83 feet; thence North $01^{\circ}20'14''$ East, 986.07 feet to a point hereby set out and designated as Point "B" for purposes of this description; thence North $35^{\circ}06'04''$ East, 1,010.24 feet; thence South $80^{\circ}16'35''$ West, 353.52 feet; thence North $05^{\circ}47'48''$ West, 1,131.27 feet; thence North $56^{\circ}05'44''$ West, 770.00 feet; thence North $05^{\circ}54'35''$ East, 518.74 feet, returning to the TRUE POINT OF BEGINNING.

354.870 Ac.

PARCEL 2

Beginning at Point "A" as set aside and designated in Parcel 1 above; thence South $75^{\circ}56'21''$ West, 3,156.94 feet; thence South $68^{\circ}12'49''$ West, 2,916.91 feet to a point of intersection with the Northeasterly line of Interstate 805 as said Highway is located and established as of the date of the instrument; thence along said Northeasterly line of Interstate 805, South $28^{\circ}36'43''$ East, 2,501.24 feet; thence South $50^{\circ}16'44''$ East, 554.67 feet; thence South $74^{\circ}00'55''$ East, 561.84 feet; thence leaving said Northeasterly line of Interstate 805, South $80^{\circ}16'08''$ East, 1,895.47 feet; thence North $79^{\circ}46'28''$ East, 1,530.33 feet; thence North $06^{\circ}44'08''$ East, 1,503.23 feet; thence North $00^{\circ}50'29''$ East, 1,572.96 feet; thence North $01^{\circ}13'14''$ East, 1,537.98 feet, returning to the Point of Beginning.

453.085 Ac.

PARCEL 3 - Access Road Easement

A strip of land 52.00 feet in width lying 26.00 feet on each side of the following described centerline:

EASEMENT
EXHIBIT C

6247482RP00077

Commencing at Point "B" as set aside and designated in Parcel 1 above; thence North 35°06'04" East, 290.73 feet to the TRUE POINT OF BEGINNING; thence South 14°59'52" East, 71.53 feet to the beginning of a tangent 900-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 21°37'03" a distance of 339.57 feet; thence tangent to said curve South 06°37'11" West, 698.31 feet to the beginning of a tangent 900-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 07°22'50" a distance of 115.93 feet; thence tangent to said curve South 14°00'01" West, 805.14 feet to the beginning of a tangent 900-foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 36°46'04" a distance of 577.55 feet; thence tangent to said curve South 22°46'03" East, 459.26 feet to a point hereby set out and designated as Point "C" for purposes of this description, said point also being the point of termination for the above-described strip of land.

3.662Ac

PARCEL 4 - Access Road Easement

A strip of land 52.00 feet wide lying 26.00 feet on each side of the following described centerline:

Commencing at Point "C" set out and designated in Parcel 3 above; thence North 67°13'57" East, 60.00 feet; thence South 22°46'03" East, 600.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 22°46'03" East, 254.17 feet to the beginning of a tangent 900-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of ~~66°09'35"~~ ^{correct} a $\Delta = 56'29.52$ distance of ~~1,039.24~~ ^{387.465} feet; thence tangent to said curve South 33°43'49" West, 806.22 feet to the beginning of a tangent 900-foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 28°52'03" a distance of 453.45 feet; thence tangent to said curve, South 04°51'46" West, 805.23 feet to the beginning of a tangent 1,600-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 02°31'03" a distance of 70.20 feet to a terminal intersection with the existing centerline of Convoy Street as said street is located and established on the date of this instrument.

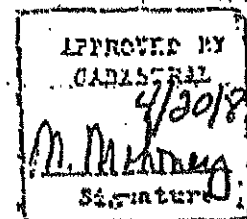
3.912Ac

PARCEL 5 - Weigh Station Easement

Beginning at Point "C" set out in Parcel 1 above; thence North 67°13'57" East, 156.00 feet; thence South 22°46'03" East, 600.00 feet; thence South 67°13'57" West, 202.00 feet; thence North 22°46'03" West, 600.00 feet; thence North 67°15'57" East, 46.00 feet returning to the Point of Beginning.

2.782Ac

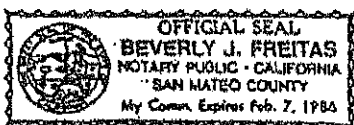
Job 15309/Dwg. 17849-1-D/GLENN/ed/2-10-82



N6247482RP00Q77

State of California)
) SS.
County of San Mateo)

On this 19th day of July in the year 1982,
before me, Beverly J. Freitas, a Notary Public in and for said
County and State, personally appeared WARREN K. BRANSCUM, known
to me to be the Director, Real Estate Division, whose name is
subscribed to the within instrument and acknowledge that he executed
the same on behalf of the United States of America in accordance
with authority granted to him.



Beverly J. Freitas
Notary Public in and for said
County and State

EARLY CANCELLATION REFUND SCHEDULE

Projected Lease Payments - FIRP/NSPF/MRF				Projected Lease Payments - Other Areas			
Assumptions:				Assumptions:			
Year 1 market rent: \$298,440				Year 1 market rent: \$188,906			
Lease term (years): 50				Lease term (years): 50			
Discount Rate: 9.0%				Discount Rate: 9.0%			
(payment in advance)				(payment in advance)			
Year	Rent	PWF	Present Worth	Year	Rent	PWF	Present Worth
1	\$298,440	1.0000	\$288,440	1	\$188,906	1.0000	\$188,906
2	298,440	0.9174	273,798	2	188,906	0.9174	173,308
3	298,440	0.8417	251,191	3	188,906	0.8417	158,999
4	298,440	0.7722	230,450	4	188,906	0.7722	145,870
5	298,440	0.7084	211,422	5	188,906	0.7084	133,828
6	298,440	0.6499	193,966	6	188,906	0.6499	122,778
7	298,440	0.5963	177,950	7	188,906	0.5963	112,638
8	298,440	0.5470	163,257	8	188,906	0.5470	103,338
9	298,440	0.5019	149,777	9	188,906	0.5019	94,806
10	298,440	0.4604	137,410	10	188,906	0.4604	86,978
11	298,440	0.4224	126,064	11	188,906	0.4224	79,798
12	298,440	0.3875	115,655	12	188,906	0.3875	73,207
13	298,440	0.3555	106,108	13	188,906	0.3555	67,163
14	298,440	0.3262	97,345	14	188,906	0.3262	61,617
15	298,440	0.2992	89,307	15	188,906	0.2992	56,529
16	298,440	0.2745	81,933	16	188,906	0.2745	51,882
17	298,440	0.2519	75,189	17	188,906	0.2519	47,680
18	298,440	0.2311	69,061	18	188,906	0.2311	43,851
19	298,440	0.2120	63,267	19	188,906	0.2120	40,047
20	298,440	0.1945	58,043	20	188,906	0.1945	36,740
21	298,440	0.1784	53,251	21	188,906	0.1784	33,707
22	298,440	0.1637	48,854	22	188,906	0.1637	30,824
23	298,440	0.1502	44,820	23	188,906	0.1502	28,370
24	298,440	0.1378	41,119	24	188,906	0.1378	26,028
25	298,440	0.1264	37,724	25	188,906	0.1264	23,879
26	298,440	0.1160	34,609	26	188,906	0.1160	21,907
27	298,440	0.1064	31,752	27	188,906	0.1064	20,088
28	298,440	0.0976	29,130	28	188,906	0.0976	18,439
29	298,440	0.0895	26,725	29	188,906	0.0895	16,916
30	298,440	0.0822	24,518	30	188,906	0.0822	15,519
31	298,440	0.0754	22,494	31	188,906	0.0754	14,238
32	298,440	0.0691	20,636	32	188,906	0.0691	13,062
33	298,440	0.0634	18,933	33	188,906	0.0634	11,984
34	298,440	0.0582	17,369	34	188,906	0.0582	10,994
35	298,440	0.0534	15,935	35	188,906	0.0534	10,087
36	298,440	0.0490	14,619	36	188,906	0.0490	9,254
37	298,440	0.0449	13,412	37	188,906	0.0449	8,480
38	298,440	0.0412	12,305	38	188,906	0.0412	7,769
39	298,440	0.0378	11,289	39	188,906	0.0378	7,146
40	298,440	0.0347	10,367	40	188,906	0.0347	6,556
41	298,440	0.0318	9,502	41	188,906	0.0318	6,014
42	298,440	0.0292	8,717	42	188,906	0.0292	5,518
43	298,440	0.0268	7,997	43	188,906	0.0268	5,062
44	298,440	0.0246	7,337	44	188,906	0.0246	4,644
45	298,440	0.0226	6,731	45	188,906	0.0226	4,261
46	298,440	0.0207	6,175	46	188,906	0.0207	3,909
47	298,440	0.0190	5,665	47	188,906	0.0190	3,588
48	298,440	0.0174	5,188	48	188,906	0.0174	3,290
49	298,440	0.0160	4,769	49	188,906	0.0160	3,018
50	298,440	0.0147	4,375	50	188,906	0.0147	2,769
Summary (payment in advance)			\$3,565,831	Summary (payment in advance)			\$2,257,099
FIRP/NSPF/MRF	\$3,565,831			Other Areas	\$2,257,099		
Pipeline easements	\$177,268						
	\$6,000,192						

In the event of cancellation prior to the contract term of 50 years, the above schedule shall be used to calculate the refund to the City of pre-paid rent for the unused term. The "Years" column shall represent the number of years remaining in the lease at time of cancellation and the refund shall be the sum of the values in the present worth column for the number of years remaining.

Example No. 1: 45 years have passed, 5 years remain at time of cancellation of FIRP/NSPF/MRF area; Sum of years 1-5 (\$298,440...\$211,422) = \$1,265,301. Example No. 2: 49 years have passed, 1 year remains; = \$298,440.

EXHIBIT C
TO LEASE

(O-96-37)

ORDINANCE NUMBER O- 18218 (NEW SERIES)
ADOPTED ON OCT 03 1995

WHEREAS, on December 5, 1994, the COUNCIL OF THE CITY OF SAN DIEGO adopted Ordinance No. O-18130 (New Series), approving on the part of the CITY OF SAN DIEGO, a fifty year lease agreement with the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, for the lease of land at NAS Miramar for the location of the Miramar Landfill General Development Plan/Fiesta Island Replacement Project; and

WHEREAS, said lease agreement was forwarded to the DEPARTMENT OF THE NAVY for its formal approval; and

WHEREAS, upon further consideration, the DEPARTMENT OF THE NAVY desired certain material modifications to the proposed lease agreement; and

WHEREAS, the parties have met and conferred regarding the modifications to the proposed lease, and the City, for its part, remains intent to enter it; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, that Ordinance No. O-18130 (New Series) is hereby repealed.


BE IT FURTHER ORDAINED, that in lieu of that lease approved by Ordinance No. O-18130 (New Series), the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a lease agreement with the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, for the lease of land at NAS Miramar for the location of the Miramar Landfill General Development Plan/Fiesta Island

Plan/Fiesta Island Replacement Project, under the terms and conditions set forth in the lease agreement on file in the office of the City Clerk as Document No. 00-18218.

BE IT FURTHER ORDAINED, that this ordinance shall be in full force and effect on the thirtieth day after its passage.

APPROVED: JOHN W. WITT, City Attorney

By


Frederick M. Ortlieb
Deputy City Attorney

FMO:pev
08/18/95
Or.Dept:REA
O-96-37
Form=0+t

DOCUMENT NO. 00-18218

FILED October 2, 1995

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(LEAS - United States of America, Dept.
of the Navy - October 2, 1995, Item 54)

A fifty year lease agreement with the United States of America, Department of the Navy for the lease of land at NAS Miramar for the location of the Miramar Landfill General Development Plan/Fiesta Island Replacement Project.

cc: M. Steffen, REA, x66050, MS 51A
(Original & 2 copies)

Auditor - MS 61 (Copy)

10/23/95

ew

ATTACHMENT 4

Passed and adopted by the Council of The City of San Diego on
October 2, 1995 by the following vote:

YEAS: Mathis, Harvey, Kehoe, Stevens, Warden, Stallings, McCarty, Vargas.

NAYS: None.

NOT PRESENT: Mayor Golding.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Esther Woronicz, Deputy

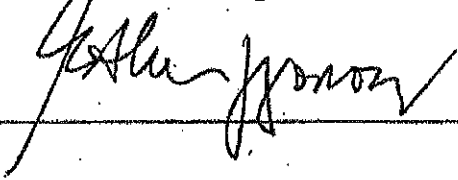
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18218 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on September 12, 1995 and on October 2, 1995.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: , Deputy

NEPA FILE # 94-1830
 ATTACHMENT 4
 1. CERTIFICATE NUMBER

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

TO: **CITY ATTORNEY** 2. FROM: (Originating Department) **Real Estate Assets Department** 3. DATE **August 24, 1995**

4. SUBJECT: **MIRAMAR LANDFILL GENERAL DEVELOPMENT PLAN/FIESTA ISLAND REPLACEMENT PROJECT**

5. FOR INFORMATION CONTACT: (NAME & MAIL STATION) **Steffen/MacKenzie** 51-A 6. TELEPHONE NO. **66725/66050** 7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2:

8. COMPLETE FOR ACCOUNTING PURPOSES

8. ADDITIONAL INFORMATION / ESTIMATED COST:				
FUND				None.
DEPT.				Job: 521696
ORGANIZATION				cc: Docket
OBJECT ACCOUNT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	Department Director	<i>Michael P. Steffen</i>	8-24-95	X	CITY MANAGER	<i>Conrad</i>	8-25-95
X	ENVIRONMENTAL SERVICES	<i>John Torne</i>	8/24/95	X	AUDITOR		
X	METROPOLITAN WASTE WATER	<i>Scottell</i>	8/24/95	X	CITY ATTORNEY		
X	DEP/EAS			X	ORIGINATING DEPARTMENT	<i>Brian DeLia</i>	8/28/95
	ENVIRONMENTAL SERVICES	<i>Paul DeLia</i>	8-21-95		MGR. DOCKET COORD.	<i>AW 8/28/95</i>	COUNCIL REP. <i>AW 8/29/95</i>
					RULES COMMITTEE	<input type="checkbox"/> CONSENT <input type="checkbox"/> Refer to	<input checked="" type="checkbox"/> ADOPTION <input type="checkbox"/> Date 9/11/95

11. PREPARATION OF: RESOLUTION(S) ORDINANCES(S) AGREEMENT(S) DEED(S)

1. Authorizing the City Manager to enter into an agreement with the United States of America for lease of 625+ acres of land at NAS Miramar for the location of the Miramar Landfill General Development Plan/Fiesta Island Replacement Project.

11a. MANAGER'S RECOMMENDATION: **Approve the Ordinance**

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

SOURCE OF FUNDS - Funding of \$6,000,000 approved 12/5/1994 by Resolution R-285060.
 ACTION REQUESTED BY: Metropolitan Waste Water Department and Environmental Services Department.
 DESCRIPTIVE LOCATION: South of NAS Miramar and north of State Route 52.
 ENVIRONMENTAL ASSESSMENT: The City of San Diego has under NEPA completed an EIR, and as Lead Agency under CEQA has completed an EIR, DEP File No. 91-0653, dated August 29, 1994. The City Council reviewed and considered this final EIR covering this action.
 JUSTIFICATION: This Ordinance will supersede Ordinance OO-18130 approved December 5, 1994.

AUG 25 2 21 PM '95
 CITY ATTORNEY

0-18218 001 00135

P 1 - 249.725 7/1
2 - 801.445
3 - 9.847
4 - 359.336
5 - 4.024

1424.377

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

If the answer is YES to *any* of the above questions – report the release to the California Emergency Management Agency at 800-852-7550 and the local CUPA daytime: (858) 505-6657, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances. See CalEMA’s “California Hazardous Material Spill/Release Notification Guide”.

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

Indicate actions to be taken to prevent similar releases from occurring in the future.

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	

Completed By:	Phone:
Print Name:	Title:

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1. PRICE SCHEDULE - HHW SERVICES

1.1 HHW Services. The Proposer shall submit pricing for each item listed in the tables below. Any missing pricing may be considered non-responsive to this RFP. The prices submitted in the Proposal will be incorporated into any contract related to this RFP. The estimated quantities provided by the City are not guaranteed. These quantities 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. Please see section 26.8 of Exhibit B, “Comprehensive Price Schedule” for detailed instructions on completing the tables listed in this Pricing Schedule.

1.2 PHHWCF Staffing Plan per Operational Tier. The Proposer shall provide the number of staff in each job classification for each operational tier and note the total number of staff for that tier. The PHHWCF staffing plan is for both the four (4) hour operations option and the six (6) hour operations option. Pricing for the “4-Hour PHHWCF Operations Staffing Plan” and “6-Hour PHHWCF Operations Staffing Plan” is to be listed/written in section 1.3 below.

4-Hour PHHWCF Operations Staffing Plan						
Item No.	Operational Tier/ Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50					
2.	51 - 100					
3.	101 - 150					
4.	151 - 200					
5.	201 - 250					
6.	251 - 300					
7.	301 - 350					

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

6-Hour PHHWCF Operations Staffing Plan						
Item No.	Operational Tier/ Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50					
2.	51 - 100					
3.	101 - 150					
4.	151 - 200					
5.	201 - 250					
6.	251 - 300					
7.	301 - 350					

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.3 PHHWCF Mobilization Rate Per Operational Tier. The Proposer shall provide a four (4) hour and six (6) hour mobilization rate for each operational tier that includes all labor, equipment, vehicles, supplies, and any other costs to operate the PHHWCF as specified in the Scope of Work and as associated with the staffing levels in section 1.2 above.

PHHWCF Mobilization Rates				
Item No.	Unit of Measure (U/M)	Operational Tier/Number of Participants	4- Hour Mobilization Fixed Rate	6- Hour Mobilization Fixed Rate
1.	1 Day	1 - 50	\$	\$
2.	1 Day	51 - 100	\$	\$
3.	1 Day	101 - 150	\$	\$
4.	1 Day	151 - 200	\$	\$
5.	1 Day	201 - 250	\$	\$
6.	1 Day	251 - 300	\$	\$
7.	1 Day	301 - 350	\$	\$
Subtotals for Section 1.3:			\$	\$
Total for Section 1.3:			\$	

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.4 PHHWCF Mobilization Holiday* Rate Per Operational Tier. The Proposer shall provide a four (4) hour and six (6) hour mobilization rate for each tier that includes all labor, equipment, vehicles, supplies, and any other costs to operate the PHHWCF as specified in the Scope of Work and as associated with the staffing levels in section 1.2 above.

PHHWCF Mobilization Holiday* Rate				
Item No.	Unit of Measure (U/M)	Operational Tier/Number of Participants	4-Hour Holiday* Mobilization Fixed Rate	6-Hour Holiday* Mobilization Fixed Rate
1.	1 Day	1 - 50	\$	\$
2.	1 Day	51 - 100	\$	\$
3.	1 Day	101 - 150	\$	\$
4.	1 Day	151 - 200	\$	\$
5.	1 Day	201 - 250	\$	\$
6.	1 Day	251 - 300	\$	\$
7.	1 Day	301 - 350	\$	\$
Subtotals for Section 1.4:			\$	\$
Total for Section 1.4:			\$	\$

*The Holiday Rate will only be used if the PHHWCF is operating on the following holidays or the operational Saturday when the holiday occurs on a Friday or Monday of the corresponding operational Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.5 DOOR-TO-DOOR HHW Collection Fixed Rate Per Resident Served. The Proposer shall provide pricing to provide the Door-to-Door service which is fully inclusive of the labor, vehicle, materials, supplies, documentation, administration, and any other cost to complete this Scope of Work.

Total for Section 1.5: Rate per Door-To-Door Resident Served \$_____

1.5.1 DOOR-TO-DOOR HHW Collection Fixed Rate Per Resident Served Under Emergency Declaration. Fixed Rate per resident served. The proposer shall provide pricing to provide Door-to-Door service, which is fully inclusive of the labor, vehicle, materials, supplies, documentation, administration, and any other cost to complete this Scope of Work.

Total for Section 1.5.1: Rate per Door-To-Door Resident Served \$_____

1.6 Sharps Mail-Back Containers Fixed Pricing. The Proposer shall provide the pricing for each size of Sharps Mail-Back Container. The pricing shall be inclusive of the container cost, mailing service, disposal, materials, administration, and any other costs to complete this Scope of Work.

Sharps Mail-Back Containers			
Item No.	Unit of Measure (U/M)	Sharps Mail-Back Container Size	Pricing
1.	Each	1-Quart	\$
2.	Each	1.5-Quart	\$
3.	Each	1-Gallon	\$
Other (specify size):_____			\$ _____
Total for Section 1.6:			\$

1.7 Sharps Kiosk Collection Fixed Rate per Kiosk Location. The Proposer shall provide fully inclusive pricing to complete the Sharps Kiosk Collection activities. The pricing shall include the labor, vehicle, travel time, materials, supplies,

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

documentation, administration, and any other cost to complete this Scope of Work.

Total for Section 1.7: Fixed Rate per Sharps Kiosk Pickup Location \$_____

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.8 THHWCF- Recycling Event Staffing Plan and Mobilization Fixed Rate per Operational Tier. The Proposer shall provide for each four (4) hour mobilization tier level listed in this table the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The expected HHWs to be collected at the THHWCF are oil, oil filters, contaminated oil, auto batteries, antifreeze, contaminated antifreeze, and incidental flammables, aerosols, corrosive or other HHWs accepted. The mobilization rate for each tier shall include all labor, equipment, vehicles, supplies, and any other costs to operate the THHWCF as specified in the Scope of Work.

4-Hour THHWCF Recycling Event Staffing Plan								4-Hour THHWCF Recycling Event Mobilization Fixed Rate
Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
1.	1 Day	1 – 50						\$
2.	1 Day	51 – 100						\$
3.	1 Day	101 – 150						\$
4.	1 Day	151 – 200						\$
5.	1 Day	201 – 250						\$
6.	1 Day	251 – 300						\$
7.	1 Day	301 – 350						\$
8.	1 Day	351 – 400						\$
9.	1 Day	401 – 450						\$
10.	1 Day	451 – 500						\$
11.	1 Day	501 – 550						\$
12.	1 Day	551 – 600						\$

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
13.	1 Day	601 - 650						\$
14.	1 Day	651 - 700						\$
15.	1 Day	701 - 750						\$
16.	1 Day	751 - 800						\$
17.	1 Day	801 - 850						\$
18.	1 Day	851 - 900						\$
19.	1 Day	901 - 950						\$
20.	1 Day	951 - 1,000						\$
21.	1 Day	1,001-1,050						\$
22.	1 Day	1,051-1,100						\$
23.	1 Day	1,101-1,150						\$
24.	1 Day	1,151-1,200						\$
25.	1 Day	1,201-1,250						\$
26.	1 Day	1,251-1,300						\$
27.	1 Day	1,301-1,350						\$
Total for Section 1.8:								\$

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.9 THHWCF – Full Service Staffing Plan and Mobilization Fixed Rate per Operational Tier. The Proposer shall provide for each four (4) hour mobilization tier level listed in this table the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The HHWs to be collected at the THHWCF – Full Service are all HHWs excluding unacceptable waste as listed in Section 2.1.4 et seq. or any other wastes not approved for the event. The mobilization rate for each tier shall include all labor, equipment, vehicles, supplies, and any other costs to operate the THHWCF – Full Service event as specified in the Scope of Work.

4-Hour THHWCF – Full Service Event Staffing Plan								4-Hour THHWCF - Full Service Event Mobilization Fixed Rate
Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
1.	1 Day	1 – 50						\$
2.	1 Day	51 – 100						\$
3.	1 Day	101 – 150						\$
4.	1 Day	151 – 200						\$
5.	1 Day	201 – 250						\$
6.	1 Day	251 – 300						\$
7.	1 Day	301 – 350						\$
8.	1 Day	351 – 400						\$
9.	1 Day	401 – 450						\$
10.	1 Day	451 – 500						\$
11.	1 Day	501 – 550						\$
12.	1 Day	551 – 600						\$

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
13.	1 Day	601 - 650						\$
14.	1 Day	651 - 700						\$
15.	1 Day	701 - 750						\$
16.	1 Day	751 - 800						\$
17.	1 Day	801 - 850						\$
18.	1 Day	851 - 900						\$
19.	1 Day	901 - 950						\$
20.	1 Day	951 - 1,000						\$
21.	1 Day	1,001-1,050						\$
22.	1 Day	1,051-1,100						\$
23.	1 Day	1,101-1,150						\$
24.	1 Day	1,151-1,200						\$
25.	1 Day	1,201-1,250						\$
26.	1 Day	1,251-1,300						\$
27.	1 Day	1,301-1,350						\$
Total for Section 1.9:								\$

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.10 THHWCE- Bulb and Consumer Battery Collection. Bulb and consumer battery collection activities may be added to a THHWCF. To provide this additional service at a THHWCF, the Proposer shall provide for each four (4) hour mobilization tier the number of staff in each job classification and the corresponding total number of staff for that tier along with the mobilization rate. The staffing levels and mobilization tier costs shall ONLY reflect the costs to add the collection of all types of light bulbs and consumer batteries to include off-loading of vehicles, sorting, packaging, survey, and traffic control activities and any other consideration to complete the Scope of Work.

4-Hour Event Bulb and Consumer Battery Collection (Additional THHWCF Service) Staffing Plan and Mobilization Fixed Cost							
Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	4-Hour Event Bulb/Battery Mobilization Fixed Cost
1.	1 Day	1 – 50					\$
2.	1 Day	51 – 100					\$
3.	1 Day	101 – 150					\$
4.	1 Day	151 – 200					\$
5.	1 Day	201 – 250					\$
6.	1 Day	251 – 300					\$
7.	1 Day	301 – 350					\$
8.	1 Day	351 – 400					\$
9.	1 Day	401 – 450					\$
10.	1 Day	451 – 500					\$

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	4-Hour Event Bulb/Battery Mobilization Fixed Cost
11.	1 Day	501 - 550					\$
12.	1 Day	551 - 600					\$
13.	1 Day	601 - 650					\$
14.	1 Day	651 - 700					\$
15.	1 Day	701 - 750					\$
16.	1 Day	751 - 800					\$
17.	1 Day	801 - 850					\$
18.	1 Day	851 - 900					\$
19.	1 Day	901 - 950					\$
20.	1 Day	951 - 1,000					\$
21.	1 Day	1,001-1,050					\$
22.	1 Day	1,051-1,100					\$
23.	1 Day	1,101-1,150					\$
24.	1 Day	1,151-1,200					\$
25.	1 Day	1,201-1,250					\$
26.	1 Day	1,251-1,300					\$
27.	1 Day	1,301-1,350					\$
Total for Section 1.10:							\$

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.11 THHWCF (Full Service, Recyclable, Bulb and Battery) HHW Collection Event Early Start Fixed Rate. When the City requests that a THHWCF or Recyclable HHW Collection Event open to serve participants thirty (30) minutes earlier than the standard 9:00 a.m. start time, the Contractor may charge this additional fixed rate for that event to cover any additional mobilization costs.

Total for Section 1.11: Early Start Fixed Rate \$_____

1.12 Event Discount Rate. The Contractor may provide any discount option offered if a THHWCF-Full Service, THHWCF- Recyclable or THHWCF-Bulb and Battery Collection Event is held in a certain month of the year.

Yes ____ No ____ If yes, which month(s): _____ Discount Provided: _____

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.13 Hourly Labor Rates. The Proposer shall provide hourly rates for the job classifications listed. The Hourly Labor Rates shall only be used as specified in the Scope of Work.

Item No.	U/M	Position	Standard Hourly Rate (Monday – Saturday)	Overtime Hourly Rate (if applicable)	Holiday* Hourly Rate (if applicable)
1.	1 HR	Site Manager	\$ /HR	\$ /HR	\$ /HR
2.	1 HR	Chemist	\$ /HR	\$ /HR	\$ /HR
3.	1 HR	Technician (40-Hr Hazwoper)	\$ /HR	\$ /HR	\$ /HR
4.	1 HR	Survey / Traffic	\$ /HR	\$ /HR	\$ /HR
Total for Section 1.13:			\$ /HR		

***Holiday Hourly Rate** will be used only when specified in the Scope of Work and when the PHHWCF is operating on the following holidays or the operational Saturday when the holiday occurs on a Friday or Monday of the corresponding operational Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

1.14 Hourly Vehicle Rates. The Proposer shall provide hourly rates for the vehicles listed. The Hourly Vehicle Rates shall only be used as specified in the Scope of Work.

Item No.	Unit of Measure (U/M)	Vehicle Type	Hourly Rate
1.	1 Hour	Box truck with liftgate	\$ /HR
2.	1 Hour	Semi-tractor	\$ /HR
3.	1 Hour	Forklift	\$ /HR
Total for Section 1.14:			\$ /HR

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.15 HHW Fixed Disposal Rates. The Proposer shall provide a fixed disposal rate for each type of HHW waste listed. The HHW Fixed Disposal Rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW container to include the container, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
1.	Aerosols, 2.1 (All Types mixed)	DI	Loose Pack		\$	\$	\$	\$	\$	\$	
2.	Asbestos, 9, PGIII (Friable)	L			\$	\$	\$	\$	\$	\$	
3.	Asbestos, 9, PGIII (e.g., Non-Friable pipe) (Note any minimum charge when using per pound pricing \$_____)	L									\$ /Lb
4.	Batteries, Lead Acid	R	Palletize								\$ /EA
5.	Butane Lighters	DI			\$	\$	\$	\$			
6.	Compressed Gas Cylinder: Propane (1-pound cylinder)	DI	Loose pack								\$ /EA

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
7.	Compressed Gas Cylinder: Propane (1-pound cylinder)	R	Loose pack									\$ /EA
8.	Compressed Gas Cylinder: Propane (5-gallon cylinder/ barbeque size)	DI	Loose pack									\$ /EA
9.	Compressed Gas Cylinder: Propane (5-gallon cylinder/ barbeque size)	R	Loose pack									\$ /EA
10.	Corrosive, Liquid, Acidic, Inorganic, n.o.s.	DI	LP		\$	\$	\$	\$				
11.	Corrosive, Liquid, Acidic, Inorganic, n.o.s. 8, PGII (e.g., Muriatic Acid, Phosphoric Acid, Sulfuric Acid)	DI	LP		\$	\$	\$	\$				
12.	Corrosive, Liquid, Acidic, Organic, n.o.s.	DI	LP		\$	\$	\$	\$				
13.	Corrosive, Liquid, Acidic, Organic, n.o.s. 8, PGII (e.g., Acetic Acid, Citric Acid, Oxalic Acid)	DI	LP		\$	\$	\$	\$				

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
14.	Corrosive, Liquid, Basic, Inorganic, n.o.s.	DI	LP		\$	\$	\$	\$			
15.	Corrosive Liquid, Basic, Inorganic, n.o.s. 8, PGII (e.g., Ammonia, soda ash, caustic soda)	DI	LP		\$	\$	\$	\$			
16.	Corrosive, Liquid, Basic, Organic, n.o.s.	DI	LP		\$	\$	\$	\$			
17.	Corrosive, Liquid, Basic, Organic, n.o.s.	T	LP		\$	\$	\$	\$			
18.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g., Ammonia Chloride, Bleach)	DI	LP		\$	\$	\$	\$			
19.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g., Sodium Carbonate, Sodium Metasilicate)	DI	LP		\$	\$	\$	\$			
20.	Corrosive, Solid, Acidic, Inorganic, n.o.s.	DI	LP		\$	\$	\$	\$			

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
21.	Corrosive, Solid, Acidic, Inorganic, n.o.s.	T	LP		\$	\$	\$	\$			
22.	Corrosive, Solid, Acidic, Organic, n.o.s.	DI	LP		\$	\$	\$	\$			
23.	Corrosive, Solid, Acidic, Organic, n.o.s.	T	LP		\$	\$	\$	\$			
24.	Corrosive, Solid, Basic, Inorganic, n.o.s.	DI	LP		\$	\$	\$	\$			
25.	Corrosive, Solid, Basic, Organic, n.o.s.	DI	LP		\$	\$	\$	\$			
26.	Fire Extinguishers (charged cylinders)	R									\$ /EA
27.	Flammable Liquid, n.o.s	DI	LP		\$	\$	\$	\$	\$		
28.	Flammable Liquid, n.o.s	FI	LP		\$	\$	\$	\$	\$		
29.	Flammable Liquids, n.o.s (Diesel)	FI	Bulk		\$	\$	\$	\$	\$		
30.	Flammable Liquids, n.o.s (Diesel)	FI	LP		\$	\$	\$	\$	\$		

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
31.	Flammable Liquids, n.o.s, 3, PG II (Gasoline, Petroleum Distillates)	FI	Loose Pack		\$	\$	\$	\$	\$		
32.	Flammable Liquids, Toxic, n.o.s.	DI	LP		\$	\$	\$	\$	\$		
33.	Flammable Liquids, Toxic, n.o.s., 3, (6.1), PG III (e.g., Petroleum Distillates, Diazinon, Malathion)	DI	Loose Pack		\$	\$	\$	\$	\$		
34.	Flammable Solid, n.o.s.	DI	LP		\$	\$	\$	\$	\$	\$	
35.	Flammable Solids, Organic, n.o.s. 4.1, PGII (i.e., Petroleum Distillates, adhesives)	DI	Loose Pack		\$	\$	\$	\$	\$	\$	
36.	Flammable Solids, Oxidizing, n.o.s. 4.1, (5.1) PGII (Potassium Nitrate, Sulfur)	DI	LP		\$	\$	\$	\$			
37.	Fusee, 4.1, PGII (Road Flares)	DI			\$						

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
38.	Mercury Solutions (Note any minimum charge when using per pound pricing \$_____)	RC	LP		\$	\$	\$	\$			\$ /Lb
39.	Mercury, Elemental (Note any minimum charge when using per pound pricing \$_____)	RC	LP		\$	\$	\$	\$			\$ /Lb
40.	Mercury Contained in Manufactured Articles, 8, PGIII (Note any minimum charge when using per pound pricing \$_____)	RC	LP		\$	\$	\$	\$			\$ /Lb
41.	Nitric Acid, 8, (<20% acid)	T	LP		\$	\$	\$	\$			
42.	Nitric Acid, 8, (20% - 70% acid)	T	LP		\$	\$	\$	\$			
43.	Non-PCB Ballasts/Transformers	R			\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
44.	Non-PCB Ballasts/Transformers	L			\$	\$	\$	\$	\$	\$	
45.	Non-RCRA Hazardous Waste Liquids	DI	LP		\$	\$	\$	\$	\$	\$	
46.	Non-RCRA Hazardous Waste Liquids (i.e. Cleaners)	DI	Loose Pack		\$	\$	\$	\$	\$	\$	
47.	Non-RCRA Hazardous Waste Liquids (Oily Water)	DI	LP		\$	\$	\$	\$	\$	\$	
48.	Non-RCRA Hazardous Waste Solids	DI	LP		\$	\$	\$	\$	\$	\$	
49.	Non-RCRA Hazardous Waste Semi-Solids	DI	LP		\$	\$	\$	\$	\$	\$	
50.	Non-RCRA Hazardous Waste Liquid (used motor oil)	R	Bulk		\$	\$	\$	\$			\$ /Gal
51.	Non-RCRA Hazardous Waste Liquid (liquid containing oil, water, diesel)	DI	LP		\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
52.	Non-RCRA Hazardous Waste Liquid (Antifreeze)	R	Bulk		\$	\$	\$	\$			\$ /Gal
53.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	FL	Bulk		\$	\$	\$	\$			\$ /Gal
54.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	DI	Bulk		\$	\$	\$	\$			\$ /Gal
55.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	RC	Bulk		\$	\$	\$	\$			\$ /Gal
56.	Non-RCRA Hazardous Waste Solid (solids/debris containing Oil, Diesel)	DI	Bulk		\$	\$	\$	\$	\$	\$	
57.	Non-RCRA Hazardous Waste, Solid, (Oil Filters)	R	Bulk		\$	\$	\$	\$	\$		
58.	Non-RCRA Hazardous Waste Solid (Putty, wax)	DI	LP		\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
59.	Non-RCRA Hazardous Waste Solid (Empty Drums-greater than 5-gallon in size)	L				\$	\$	\$			\$	55g in Overpack-85g
60.	Non-RCRA Hazardous Waste Solid (Empty Drums - greater than 5-gallon in)	R				\$	\$	\$			\$	55g in Overpack-85g
61.	Non-RCRA Hazardous Waste Liquid (latex Paint)**	RC	Loose Pack		\$	\$	\$	\$	\$	\$		
62.	Non-RCRA Hazardous Waste Liquid (latex Paint)**	DI	Loose Pack		\$	\$	\$	\$	\$	\$		
63.	Organic Peroxide, Type D, Solid, n.o.s.	DI	LP		\$	\$						
64.	Organic Peroxide, Type D, Liquid, n.o.s.	DI	LP		\$	\$						
65.	Organic Peroxide, Type D, Liquid, n.o.s. 5.2 (e.g.. Benzoyl Peroxide, Methyl Ethyl Ketone Peroxide)	DI	LP		\$	\$						

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
66.	Organic Peroxide, Type F, Liquid, n.o.s. 5.2 (e.g., Peroxyacetic acid)	DI	LP		\$	\$						
67.	Oxidizing Liquid, Acidic, n.o.s.	DI	LP		\$	\$	\$	\$				
68.	Oxidizing Solid, Acidic, n.o.s.	DI	LP		\$	\$	\$	\$				
69.	Oxidizing Liquid, Basic, n.o.s.	DI	LP		\$	\$	\$	\$	\$			
70.	Oxidizing Solid, Basic, n.o.s.	DI	LP		\$	\$	\$	\$	\$			
71.	Oxidizing Liquid, Neutral, n.o.s.	DI	LP		\$	\$	\$	\$				
72.	Oxidizing Solid, Neutral, n.o.s.	DI	LP		\$	\$	\$	\$				
73.	Oxidizing Liquid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Sodium Hypochlorite)	DI	LP		\$	\$	\$	\$				

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
74.	Oxidizing Solid, n.o.s., 5.1, PGII (e.g., Potassium Nitrate, Potassium Permanganate)	DI	LP		\$	\$	\$	\$			
75.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Cyanuric Acid)	DI	LP		\$	\$	\$	\$			
76.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Potassium Peroxomonsulfate)	DI	LP		\$	\$	\$	\$			
77.	Oxidizing Solid, Corrosive, n.o.s., 5.1 (8), PGII (e.g. 1-Bromo-3-Chloro-5,5-Dimethylhydantoin)	DI	LP		\$	\$	\$	\$			
78.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Dichloro-5-Triazinitrone)	DI	LP		\$	\$	\$	\$			
79.	Paint Related Materials, 3, PGII (oil-based paint, paint related materials)**	FI	Loose pack		\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
80.	Paint Related Materials, 3, PGII (oil-based paint, paint related materials)**	DI	Loose pack		\$	\$	\$	\$	\$	\$	
81.	Pharmaceuticals, prescription and over-the-counter medications	DI			\$	\$	\$	\$	\$	\$	
82.	Polychlorinated biphenyls, liquid, 9, PGIII (PCB light ballasts)	R			\$	\$	\$				
83.	Poison liquids, n.o.s (e.g., Cyanide)	DI	LP		\$	\$					
84.	Poison Solids, n.o.s (e.g., Cyanide)	DI	LP		\$	\$					
85.	RCRA Hazardous Waste, Toxic, inorganic, solid, n.o.s. (e.g., debris with heavy metals, Lead Paint chips)	DI			\$	\$	\$	\$			
86.	RCRA Hazardous Waste, solid (debris with gasoline, petroleum distillates)	DI	Bulk		\$	\$	\$	\$			

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
87.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	T/LF			\$	\$	\$	\$			\$ /95 Gallon Container
88.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	DI			\$	\$	\$	\$			
89.	Self-Heating Substances	DI	LP		\$	\$					
90.	Sulfuric Acid, fuming	DI	LP		\$	\$	\$	\$			
91.	Soil Contaminated with petroleum oil	DI	Bulk		\$	\$	\$	\$			
92.	Soil Contaminated with petroleum oil	DI	LP		\$	\$	\$	\$			
93.	Toxic Liquid, Flammable	DI	LP		\$	\$	\$	\$	\$		
94.	Toxic Liquid, n.o.s.	DI	LP		\$	\$	\$	\$	\$		
95.	Toxic Solid, n.o.s.	DI	LP		\$	\$	\$	\$	\$	\$	
96.	Toxic Solids, Organic, n.o.s. 6.1, PGII (i.e., Methyl Carbamate, Diazinon)	DI	Loose Pack		\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
97.	Used Motor Oil, Contaminated with Chlorinated Substances	DI	Bulk		\$	\$	\$	\$			
98.	All other HHW Disposal not categorized will be charged at an Invoice Cost Plus _____% (total cost shall be all inclusive as the other listed HHW items).										
Subtotals for Section 1.15:					\$	\$	\$	\$	\$	\$	\$
Total for Section 1.15:					\$						
<p>DI = Destructive Incineration CYB = Cubic yard fiber board box EA = Each T = Treatment CQB = Conquest Box/55-gallon fiber board box FT = Foot L = Landfill LP = Lab Pack Gal= Gallon FI = Fuel Incineration R = Recycling</p> <p>*Create a Code in the Final TSDF Listing Table (Section 1.18) and list the appropriate Final TSDF code for each waste type.</p> <p>**Pricing is only for HHW Paints <u>not</u> accepted by the PaintCare Program. PaintCare HHW accepted paint is at no cost.</p>											

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.16 HHW Universal Wastes Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of waste listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW container to include the container, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

HHW Universal Wastes and Related HHW											
Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
1.	Batteries - Alkaline	R	Loose Pack		\$	\$	\$	\$			
2.	Batteries - Alkaline	L	Loose Pack								\$ /EA container size: _____
3.	Batteries - Gel Cell	R	Loose Pack		\$	\$	\$	\$			
4.	Batteries - Lithium	R	Loose Pack		\$	\$	\$	\$			
5.	Batteries - Mercury	R	Loose Pack		\$	\$	\$	\$			
6.	Batteries - NiCad	R	Loose Pack		\$	\$	\$	\$			
7.	Batteries Rechargeable- All types (mail back box)	R	Loose Pack								\$ /Box

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other	
8.	Fluorescent Tubes- 4 Foot size (Price per tube, per fluorescent light fiber drum size)	R	Loose Pack								\$	/Tube
											\$	/Small Fiber Drum
											\$	/Large Fiber Drum
9.	Fluorescent Tubes- 6 to 8 Foot size (Price per tube, per fluorescent light fiber drum size)	R	Loose Pack								\$	/Tube
											\$	/Small Fiber Drum
											\$	/Large Fiber Drum
10.	Fluorescent Bulbs - CFL	R	Loose Pack		\$	\$	\$	\$	\$	\$	\$	/EA
11.	Fluorescent Bulbs - U-shape	R	Loose Pack		\$	\$	\$	\$	\$	\$	\$	/EA
12.	Fluorescent Bulbs - Circular	R	Loose Pack		\$	\$	\$	\$	\$	\$	\$	/EA
12.	Fluorescent Bulbs - Mixed: CFL, U-Shape, 1 Ft Tube, 2 Ft Tube, Circular	R	Loose Pack		\$	\$	\$	\$	\$	\$		
14.	Fluorescent bulbs - crushed/broken	R	Loose Pack		\$	\$	\$	\$				

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
15.	Light Bulbs - HID	R	Loose Pack		\$	\$	\$	\$	\$		\$ /EA
16.	Light Bulbs- LED	R	Loose Pack		\$	\$	\$	\$	\$		\$ /EA
17.	Light Bulbs – Mercury Vapor	R	Loose Pack		\$	\$	\$	\$	\$		\$ /EA
18.	Light Bulbs- Neon	R	Loose Pack		\$	\$	\$	\$	\$		\$ /EA
19.	Light Bulbs - Sodium	R	Loose Pack		\$	\$	\$	\$	\$		\$ /EA
Subtotals for Section 1.16:					\$	\$	\$	\$	\$	\$	\$
Total for Section 1.16:					\$						
<p>DI = Destructive Incineration CQB = Conquest Box/55-gallon fiber board box R = Recycling FI = Fuel Incineration CYB = Cubic yard fiber board box T = Treatment L = Landfill EA = Each Ft = Foot *Create a Code in the Final TSDF Listing Table (Section 1.18) and list the appropriate Final TSDF code for each waste type.</p>											

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.17 HHW Compressed Gas Cylinder Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of pressurized gas container listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW pressurized container to include any container required for packaging or shipping, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

HHW Compressed Gas Cylinders										
Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**						
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size
1.	Acetylene				\$	\$	\$	\$	\$	
2.	Adhesive Spray				\$	\$	\$	\$	\$	
3.	Ammonia				\$	\$	\$	\$	\$	
4.	Butane				\$	\$	\$	\$	\$	
5.	Carbon Dioxide			\$	\$	\$	\$	\$	\$	\$
6.	Carbon Dioxide cartridge cylinders (12-25 grams) used in devices such as bicycle tire pumps			\$	\$	\$	\$	\$	\$	\$
7.	Chlorine				\$	\$	\$	\$	\$	
8.	Chlorofluorocarbons CFC-R11 (Freon)			\$	\$	\$	\$	\$	\$	
9.	Chlorofluorocarbons CFC-R12 (Freon)			\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

10.	Chlorofluorocarbons CFC-R22 (Freon)			\$	\$	\$	\$	\$	\$	
11.	Chlorofluoromethane (Freon 31)			\$	\$	\$	\$	\$	\$	

Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**						
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size
12.	Chlorofluorocarbons CFCs- all other formulations			\$	\$	\$	\$	\$	\$	
13.	Fluorocarbon HCFC-134A			\$	\$	\$	\$	\$	\$	
14.	Fluorocarbon R-410A			\$	\$	\$	\$	\$	\$	
15.	Fluorocarbons – all other formulations			\$	\$	\$	\$	\$	\$	
16.	Helium				\$	\$	\$	\$	\$	
17.	Helium single-use, up to 15 cu. Ft. capacity									\$ /EA
18.	Hydrogen				\$	\$	\$	\$	\$	
19.	Methyl Acetylene and Propadiene Mixtures (MAPP)	DI		\$	\$	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

20.	MAPP, single-use, 1-lb size										\$ /EA
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Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**							
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size	
21.	Nitrogen				\$	\$	\$	\$	\$	\$	
22.	Nitrous Oxide				\$	\$	\$	\$	\$	\$	
23.	Oxygen				\$	\$	\$	\$	\$	\$	
24.	Oxygen, Single-use, 1-lb size										\$ /EA
25.	Polymetric Isocyanate and Polyols Amine cylinder				\$	\$	\$	\$	\$	\$	
Subtotal for Section 1.17:				\$	\$	\$	\$	\$	\$	\$	
Total for Section 1.17:				\$							

L = Landfill R = Recycling EA = Each
 DI = Destructive Incineration T = Treatment

* Create a Code in the Final TSDF Listing Table (Section 1.19) and list the appropriate Final TSDF code for each waste type.

** Put N/A in pricing column when the size noted is not found for the compressed gas noted.

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.18 Covered Electronics and Miscellaneous E-Waste Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of covered electronics or miscellaneous e-waste listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW pressurized container to include any container required for packaging or shipping, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

Item No.	Waste Category	Disposal Method	Packaging Method	Final Disposal Facility* (Code)	Price per Pound	Reimbursement
1.	Covered Electronic Waste (Discarded Covered Electronic Devices)	R			\$	\$
2.	Cathode Ray Tube Glass	R			\$	\$
3.	Consumer Electronic Devices	R			\$	\$
Subtotals for Section 1.18:					\$	\$
Total for Section 1.18:					\$	
R = Recycling * Create a Code in the Final TSDF Listing Table (Section 1.19) and list the appropriate Final TSDF code for each waste type.						

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.19 Final TSDF Listing. List below each Final TSDF location that will be utilized to treat, incinerate, recycle, or other disposal method for HHWs listed in Sections 1.14 – 1.18. Create a code for each designate final TSDF. Using the TSDF Code, write in that TSDF Code for each HHW type listed in Section 1.14-1.18. Each TSDF listed shall meet the requirements specified in the Exhibit B - Scope of Work.

Household Hazardous Waste – Final TSDF Listing	
TSDF Code*	TSDF Name, Address, EPA ID #

***Write in the correct TSDF Code for each HHW listed in Sections 1.14 – 1.18.**

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.20 Miscellaneous Containers and Materials. The Proposer shall provide a fixed price for each item listed. The fixed price shall be applied when appropriate as noted in the Scope of Work. The fixed price shall be fully burdened with all costs associated with the procurement, shipping, pallet, loading, unloading, documentation, transportation along with any other costs associated with the procurement and delivery of the item for a work activity as specified in the Scope of Work.

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
1.	5-Gallon Drum – Open Top	\$	\$	\$	\$	
2.	5-Gallon Drum – Closed Top	\$	\$	\$	\$	
3.	5-Gallon Drum – Screw Top	\$	\$	\$	\$	
4.	16-Gallon Drum – Open Top	\$	\$	\$	\$	
5.	16-Gallon Drum – Closed Top	\$	\$	\$	\$	
6.	30-Gallon Drum – Open Top	\$	\$	\$	\$	
7.	30-Gallon Drum – Closed Top	\$	\$	\$	\$	
8.	55-Gallon Drum – Open Top	\$	\$	\$	\$	
9.	55-Gallon Drum – Closed Top	\$	\$	\$	\$	
10.	85-Gallon Salvage Drum	\$	\$	\$	\$	

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
11.	Cubic Yard Box – DOT (Includes Liner)					\$
12.	Cubic Yard Box – Non-DOT (Includes Liner)					\$
13.	Conquest Box (Includes Liner)					\$
14.	Drum Liners – 5 Gallon					\$
15.	Drum Liners – 16 Gallon					\$
16.	Drum Liners – 30 Gallon					\$
17.	Drum Liners – 55 Gallon					\$
18.	Conquest Box Liner					\$
19.	Cubic Yard Box Liner					\$
20.	Absorbent Pads (if box pricing provided, specify quantity per box: quantity_____/box)					\$
21.	Ultrasorb-25 Lb. bag size					\$

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
22.	Vermiculite – 4 cubic foot bag size					\$
23.	Visqueen/Poly Sheeting – 6 mil					\$
24.	Sharps Container – 1-quart					\$
25.	Sharps Container – 1.5-quart					\$
26.	Sharps Container – 1-gallon					\$
27.	Fluorescent Tube Container, 4-foot size					\$
28.	Fluorescent Tube Container, 4-foot size (large capacity)					\$
29.	Fluorescent Tube Container, 8-foot size					\$
30.	Fluorescent Tube Container, 8-foot size (large capacity)					\$
31.	Hand Pump					\$

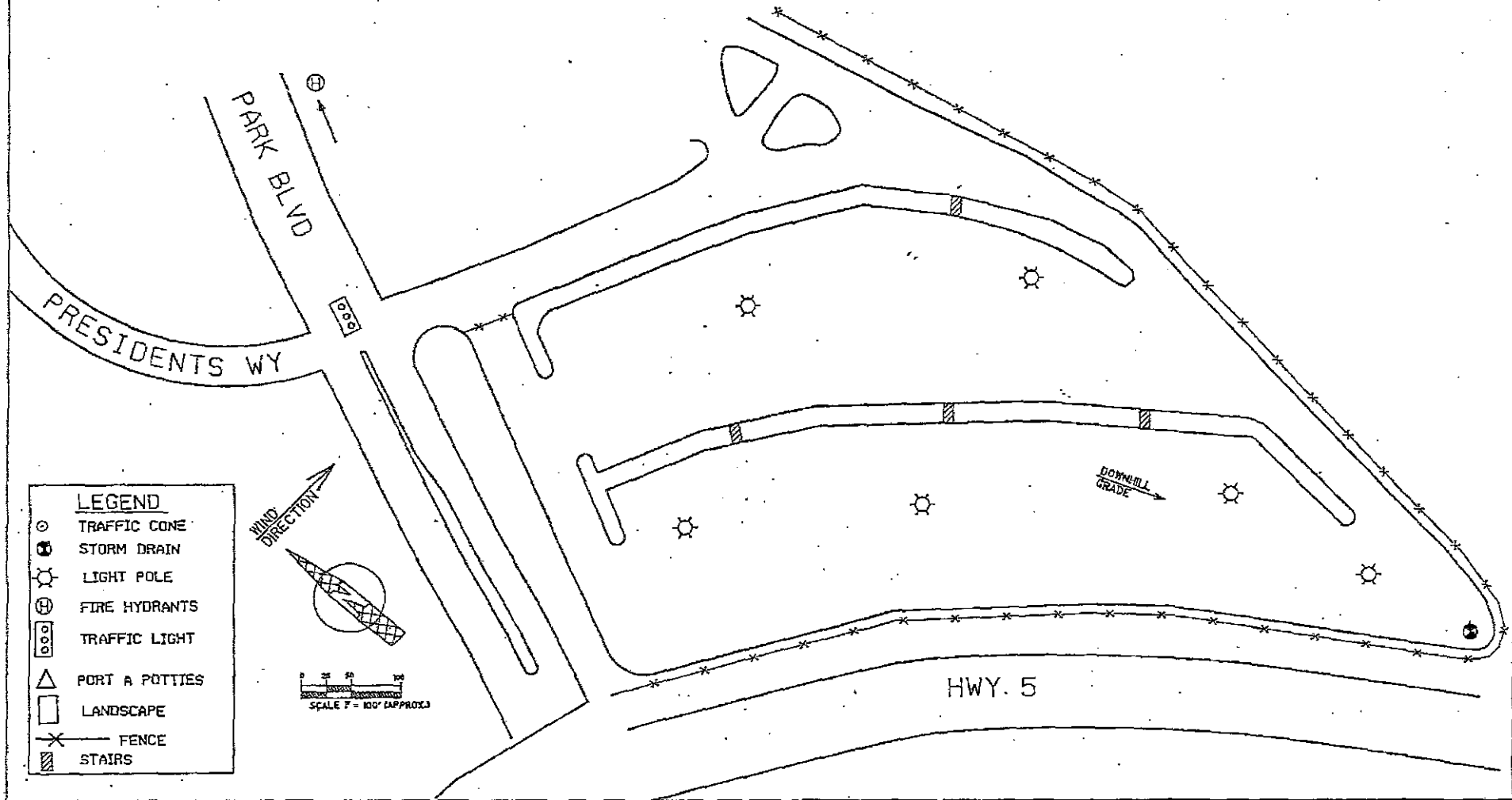
**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

32.	Cost Plus Containers/Materials Not Specified _____%					
Subtotals for Section 1.20:		\$	\$	\$	\$	\$
Recon = Reconditioned				Total for Section 1.20: \$		

Grand Total for Sections 1.3 through 1.20: \$ _____

BALBOA PARK SITE LAYOUT

ATTACHMENT 7



**ATTACHMENT 8
TO
CONTRACT RESULTING FROM REP NO.
10090136-24-R -
DEFINITIONS and ACRONYMS**

Architectural Paints - interior and exterior architectural coatings sold in containers of five (5) gallons or less for commercial or homeowner use but do not include aerosol spray paint or coatings purchased for industrial or original equipment manufacturer use.

Award - City's official acceptance of the Apparent Successful Proposer's Proposal after all conditions precedent to Award and required approvals are fulfilled.

CalRecycle - California Department of Resources Recycling and Recovery.

Chemical Release - any spilling, leaking, pumping, pouring, emitting, emptying, discharging, dumping, injecting, escaping, leaching, or disposing of a Hazardous Material/Hazardous Waste or chemical into the environment as defined by California Health and Safety Code Section 25501(n), (o), 40 Code of Federal Regulations (CFR) Part 302, and any other applicable regulatory definition.

City - City of San Diego, a municipal corporation.

Contract - The agreement between the City and the Contractor resulting from this RFP which consists of the Contract Documents identified at Contract section 5.1.

Contractor - A supplier of goods and services. A reference to a supplier of product or service. Also known as Vendor, or Proposer, these names may be interchangeably used throughout the RFP.

Emergency - a sudden, unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services. as defined Code Title 14 California Code of Regulations, § 13329

EPA - the Environmental Protection Agency. The EPA is a federal agency that is responsible for protecting environmental resources.

EPA ID# - an EPA identification number. The Department of Toxic Substances Control (DTSC) assigns a separate EPA ID# to a VSOG, PHHWCF, and a THHWCF to track disposal of hazardous waste generated by these generators or facilities.

Electronic Waste (E-waste) - an informal name for electronic products including but not limited to cell phones, computer monitors, computer printers, computer processing units (CPUs), cordless phones, laptop computers, radios, telephone answering machines, DVD/VHS player and VCRs, stereos copiers, and fax machines.

Ground Lease - the 1995 Ground Lease for the Miramar Landfill entered into between City and the United States of America Department of the Navy, attached hereto as Attachment 4 and incorporated herein by reference.

Hazardous Materials, Hazardous Waste - the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health

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DEFINITIONS and ACRONYMS**

and Safety Code Section 25300 et seq.), and Titles 14, Div. 7 and 22, Div. 4.5 of the California Code of Regulations and other regulations promulgated thereunder; any waste (or radioactive materials which are source, special nuclear or by-product material as defined by 42 U.S.C. Section 2014 and the regulations contained in 10 CFR Part 40) which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a Hazardous Waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (a) the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the regulations contained in 40 CFR Parts 260-281; (b) the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.) and the regulations contained in 40 CFR Parts 761-766; (c) California Health and Safety Code Section 25117; (d) California Public Resources Code Section 40141; (e) future additional or substitute applicable law pertaining to the identification, characterization, treatment, storage, packaging, handling, management, processing, recycling, sorting, conversion, transport, or disposal of toxic substances or Hazardous Wastes; and (f) Title 22 California Code of Regulations Section 66261.9.

HHW - Household Hazardous Waste.

HHWTF - Household Hazardous Waste Transfer Facility. See PHHWCF.

Household Hazardous Waste - any hazardous waste generated incidental to owning or maintaining a place of residence.

Home-generated sharps - hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a household, including a multifamily residence or household.

Hot Zone -an access controlled, exclusion zone where exposure to potentially hazardous substances is possible.

IHP - an Illness and Injury Prevention Plan.

LDR - land disposal restriction notification.

Medical Waste - any waste that has been generated during the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, in the production or testing of biologicals, or which may contain infectious agents and pose a substantial threat to health. Medical Waste does not include hazardous waste or radiological waste or home-generated sharps.

Must - Used throughout this RFP to indicate mandatory requirements. Same as "shall."

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DEFINITIONS and ACRONYMS**

OSHA – the Occupational Safety and Health Administration. OSHA is responsible for regulating worker safety issues.

PaintCare Product Stewardship Program (PaintCare) – an industry-led, statewide program established by the California Paint Stewardship Law (Cal. Pub. Res. Code sec. 48700 et seq.) to manage the reuse, recycling, and proper disposal of leftover, unused Architectural Paint.

PBR – permit-by-rule. PBR is the designation given by DTSC to the minimum requirements for authorizing operation of a PHHWCF or THHWCF.

Petroleum Contaminated Solids Disposal and Recycling Facility– a recycling or disposal facility which has a valid California Regional Water Quality Control Board permit including Waste Discharge Requirements (WDRs) and valid air emission permit authorizing that facility to receive specific Petroleum Contaminated Solids for processing, bioremediation, recycling, alternative fuel, or disposal.

If the Contractor proposes to deliver wastes or other materials under this Contract to a Petroleum Contaminated Solids Disposal and/or Recycling Facility which is located outside of California or within Indian Tribal lands, then a reference in this Contract to such a facility means a facility that has satisfied permitting requirements equivalent to those required by the State of California for in-State facilities and that is subject to regulations equivalent to those applied by the State of California to such in-State facilities.

PHHWCF – a permanent HHW collection facility. It is the State of California permit designation for the PHHWCF based on the frequency of its operation. The City's PHHWCF is also known as a Household Hazardous Waste Transfer Facility (HHWTF).

Proposal – An offer to enter into a Contract with the City for goods or services for a specified amount as indicated in the Price Schedule contained in Exhibit B-Scope of Work, Section B, subject to the terms and conditions of the Contract Documents.

Purchase Order – The Purchasing Agent's form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

Purchasing Agent – The person with authority under San Diego Municipal Code Section 22.3201 et seq., and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

Recyclable HHWs – HHWs that have established recycling options for disposal including, but are not limited to, antifreeze, household batteries, latex paint, oil filters, used motor oil, and vehicle batteries.

Regulatory Agencies – all government agencies having jurisdiction over the management, handling, transport, treatment, storage, recycling, and disposal of

**ATTACHMENT 8
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Hazardous Materials, Hazardous Wastes or regulated wastes.

Regulated Waste- means a waste that is not considered a Hazardous Waste, but due to its chemical or physical properties, petroleum contamination, or other properties, must be disposed at a facility with Regional Water Quality Control Board-approved Waste Discharge Requirements (WDRs), such as a municipal Class III landfill or other facility with WDRs that allow disposal of the Regulated Waste.

Shall and Will - used throughout this RFP to indicate mandatory requirements.

Site Manager - the contractor's representative during operations at the PHHWCF and THHWCF collection events. The Site Manager ensures the contractor's employees follow the standard operating procedures, as well as the applicable health and safety plan, and all other requirements.

Specifications or Scope of Work- A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Exhibit B-Scope of Work.

Technical Representative - City's designated staff member to oversee and monitor technical waste disposal elements and operation of the Contract but whose duties do not include invoice approval or payment. Invoice review and approval will be the responsibility of the user department's designee. The Technical Representative for this Contract will be identified in the notice of award. All references to "Technical Representative" in this Contract shall include all authorized designees of the Technical Representative.

THHWCF - a Temporary HHW Collection Facility as defined by Title 22 California Code of Regulations, Section 66270.60 and 67450.4.

Treatment, Storage and Disposal Facilities (TSDF)- a Hazardous Waste transfer, treatment, storage or disposal facility that has received, at a minimum, a California Department of Toxic Substances Control permit, or a variance or is otherwise authorized by California law and regulations to receive specific RCRA and/or non-RCRA Hazardous Wastes for Processing, Recycling, alternative fuel, or disposal. If the TSDF is located outside the jurisdiction of California, the agency(ies) with regulatory authority over the TSDF shall have the same or higher standards for the processing, recycling, or disposal of Hazardous Waste as the State of California.

Universal Wastes -hazardous wastes that pose a lower risk to humans and the environment than other hazardous wastes. Universal Wastes include, but are not limited to, CRTs, consumer electronic devices, mercury thermostats, batteries, fluorescent lamps, mercury switches, mercury thermometers, and other mercury containing devices.

VSQG - a very small quantity generator. It is the description given to small businesses that generate hazardous waste in quantities that allow them to use HHW collection services as a legal disposal option.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10090136-24-R

**Revised Closing Date: April 30, 2024
@ 2:00 p.m.**

Proposal for furnishing the City of San Diego with Household Hazardous Waste Management, Transportation, and Disposal Services

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

1. Remove the original RFP Cover Sheet, and replace with the attached Addendum A, RFP Cover Sheet (NOTE: Closing Date has changed from **April 22, 2024** to **April 30, 2024**).
2. Remove the original Page two (2), and replace with the attached Addendum A, Page two (2).
3. Remove the original Signature Page (pg 3) and replace with the attached Addendum A, Signature Page (pg 3).
4. Add Form 1 – “Licenses/Permits”.
5. Add Form 2 – “Statement of Subcontractors of Treatment, Storage, recycling, and Disposal facility”.
6. Add Form 3 – “Statement of Available Equipment”.
7. Add “Living Wage Ordinance Certification of Compliance”.
8. Add five (5) pages “Questions and Answers”. (NOTE: The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Rene Lelevier

Rene Lelevier
Senior Procurement Contracting Officer
Purchasing and Contracting
April 19, 2024



**Request for Proposal (RFP) for Household Hazardous Waste Management, Transportation,
and Disposal Services**

ADDENDUM A

Solicitation Number: 10090136-24-R

Solicitation Issue Date: March 25, 2024

Pre-Proposal Conference: Pre-Proposal Conference will be held on April 9th @ 10:00 a.m.

Questions and Comments Due: April 12, 2024 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): April 30, 2024 @ 2:00 p.m.

Contract Terms: Two (2) years, with three (3), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Rene Lelevier
Sr. Procurement Contracting Officer
rlelevier@sandiego.gov
(619) 236-5923

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

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

Note: The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of two (2) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for three (3) additional one (1) year period(s). 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 \$_____.
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

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

**ARTICLE V
CONTRACT DOCUMENTS**

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

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in Attachment 8 Definitions to the Contract Documents incorporated here by reference.

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 first document has the highest priority in resolving conflicts. Provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of exceptions or clarifications to the RFP, if any

4th Contractor's Pricing as contained in attachment 6 HHW Services Pricing Schedule

5.3 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.

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

Licenses/Permits

For transporting hazardous waste, the table must be completed. If other regulated and recyclable wastes will only be transported, complete each section as appropriate. In addition, Proposer is required to provide copies of all licenses, registrations, and permits with their submittal.

	License/Registration/ Permit Numbers	Expiration Date
California Department of Motor Vehicle – Motor Carrier Permit		
California Highway Patrol – Hazardous Materials Transportation License		
California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration		
US Dept of Transportation – Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.		
California or Federal EPA ID Number		

STATEMENT OF SUBCONTRACTORS - TRANSPORTER(S)

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to transport the hazardous, regulated, and recyclable wastes included in the Scope of Services Pricing. Contractor shall identify which wastes the subcontractor will transport. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: _____ Website Address: _____

Address: _____ Phone Number: _____

Contact Name: _____ Contact Email Address: _____

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

What portion of work will be assigned to this subcontractor: _____

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include local, state or federal regulators for transportation, air, water, storm water, and hazardous materials and wastes) Yes No

If Yes, on a separate page provide details of the legal actions(s), violation(s), fines or penalties assessed, and actions taken to resolve them. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Work Activities

Subcontractor will transport the following wastes:

Waste Type	Yes	No	Waste Type	Yes	No

STATEMENT OF AVAILABLE EQUIPMENT

The Contractor is required to list all necessary equipment required to complete the Scope of Services as specified in the RFP. The Contractor shall state below the motive, industrial, construction and other equipment which Contractor has or will have available to perform the Scope of Services under this Contract prior to the commencement of the Contract. The City of San Diego reserves the right to reject any Proposal when, in its opinion, the Contractor has not demonstrated it will be properly equipped to perform the Scope of Services in an efficient, effective manner for the duration of the Contract period. In instances where required equipment is not presently owned, the Contractor shall explain how the equipment will be made available prior to commencement of the Contract.

NOTE: Add additional pages if necessary and may utilize a comparable format for submission.

Equipment

Equipment Description: _____

Owned **Rented** **Other** (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned **Rented** **Other** (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned **Rented** **Other** (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

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

COMPANY INFORMATION

Company Name: _____
 Company Address: _____
 Company Contact Name: _____ Contact Phone: _____

CONTRACT INFORMATION

Contract Number (if no number, state location): _____ Start Date: _____
 Contract Title (or description): _____ End Date: _____
 Purpose/Service Provided: _____

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.

 Name of Signatory

 Title of Signatory

 Signature

 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

**RFP 10090136-24-R Household Hazardous Waste Management,
Transportation, and Disposal Services
Questions and Answers**

Question 1: Per FOIA please provide most recent pricing contract with escalators and name of Incumbent servicing this contract.

Response: Please submit a Public Records Request through Next Request to receive this information.

Question 2: What is the name of the current contract holder (incumbent)?

Response: Clean Harbors

Question 3: What is the annual spend for the current contract?

Response: The current annual spend for the current contract is \$1,829,479.62

Question 4: What is the total spend of the entire year contract?

Response: 5-year not to exceed amount was for \$6 million.

Question 5: What is the budget for the new contract term (2 yrs)? (5 yrs)?

Response: Refer to RFP Exhibit B section 1.4 and Exhibit C section 3.3.

Question 6: Where do we get the Living Wage Ordinance Certification of Compliance? I am not seeing it in the packet.

Response: See attached Living Wage form.

Question 7: Where is the Form 1 Licenses and Permits and Form 3 Statement of equipment. I have not been able to locate it in the RFP.

Response: See attached Form 1, (Licenses/Permits), Form 2 (Statement of Subcontractors), and Form 3, (Statement of Available Equipment).

Question 8: Looking for clarification in the RFP. On Page 6, Proposal Format, is TAB A, item 2.8_additional information as required in Exhibit B and Tab B, item 2.15_Proposers response to the RFP the same thing? If they are the same, which location should the information be inserted? They are not the same, please clarify the difference.

Response: No, they are not the same. Exhibit A, Section A. (Proposal Submission), under Tab A, Section 2.8 is for any Additional Information as required in Exhibit B (Scope of Work). Tab B, Section 2.15 B will include a title page, a table of contents, an executive summary, and the Proposers Response on how you will meet the evaluation requirements.

Question 9: Can the City provide the current contract and pricing for HHW services?

Response: Please submit a Public Records Request through Next Request to receive this information.

Question 10: Has the City's legal counsel flagged this as a public works job that is subject to prevailing wage?

Response: Please refer to Exhibit D (wage requirements).

Question 11: Has the City filed a PWC100 form and can you please provide the number for same?

Response: The City will work with the awarded vendor for that information once contract is executed.

Question 12: Page 51 of the RFP - section B. Licenses references a Form 1, Licenses/Permits. Can the City provide this Form?

Response: See attached Form 1, (Licenses/Permits), Form 2 (Statement of Subcontractors), and Form 3, (Statement of Available Equipment).

Question 13: Can you provide Attachment 6 in excel or Word format?

Response: No. Please use the pricing schedule found in the solicitation packet.

Question 14: Since we are to provide the Attachment 6 - Price Schedule how should we include a price on the line item in PlanetBids? Can we add \$0 as a placeholder as all pricing will be included in Attachment 6?

Response: Yes, that will be acceptable. You can also add the total amount of Attachment 6 Section 1.3 through 1.20. Either way is acceptable.

Question 15: Will the City be willing to negotiate redlines that are included in the vendor's proposal? If so, is the City able to share any modifications that will not be accepted?

Response: Please refer to Tab A, section 2.2.

Question 16: Do we have to mirror the current disposal methods for each waste stream? Can we offer a different option?

Response: Refer to RFP Exhibit B section 18.

Question 17: Please clarify if you are looking for a minimum of 500,000 lbs. of HHW per year excluding electronic and universal waste for the company or for individual contracts?

Response: Refer to RFP Exhibit B. section 11.2.2

Question 18: Will the City be willing to grant an extension to the due date?

Response: Yes, this RFP has been extended and will now be due on April 30th, 2024 @ 2:00 p.m.

Question 19: Please confirm the City doesn't want any paint-related streams that can be recycled, going to landfill?

Response: Correct.

Question 20: Do bidders need to be PaintCare approved as a hauler?

Response: Yes.

Question 21: Will the City allow HHW to be taken to an out of State TSDF?

Response: Refer to RFP Exhibit B section 16.2

Question 22: Is the e-waste recycler (bidder takes e-waste to) required to be e-Steward certified? R2 Rios certified? Either? Both?

Response: This Program does not accept EWASTE; see e.g., Exhibit B sections 2.1, 2.4.3, and 2.4.3-3.

Question 23: Will vendors be allowed to bid if they're planning on using = >50% existing contract labor?

Response: Refer to the RFP Exhibit B section 1.3 for contractor staff requirements.

Question 24: How long has the incumbent serviced the permanent site?

Response: Clean Harbors is the incumbent, and the contract was executed on Dec 12, 2019.

Question 25: When is the last time this contract went out to bid? How long was the contract term and extensions?

Response: Last RFP (10089567-20-L) was posted on 7/16/2021. Contract was for initial term with 4 options to extend for an additional year (total of 5 years).

Question 26: Can you provide the Annual Contract value for 2020, 2021, 2022, 2023?

Response: No set contract amount for each year, total not to exceed amount was for \$6 million over 5 years. Please see question 3 response for the current annual spend amount.

Question 27: How does the City handle the following situations: - Homeowner arrives with an unacceptable item, such as picric acid? How would this situation be handled? - If an item is discovered after a homeowner leaves the site, that is unacceptable, is the City responsible for disposal?

Response: Standard operating procedures for emergency situations are followed in the case of the example provided. Refer to section 2.4.3 of Exhibit B to the RFP.

Question 28: Can you provide previous exceptions of the scope of work from past and current incumbents.

Response: Please submit a Public Records Request through Next Request to receive this information.

Question 29: Post Covid, did the City experience any issues with transportation and disposal of hazardous waste remaining at the permanent site?

Response: No.

Question 30: With the increases in materials/supplies and waste disposal post pandemic, were there any accommodations allowed for an off contract increase?

Response: No.

Question 31: Is the City awarding one vendor?

Response: Yes.

Question 32: The RFP notes the city potentially not providing restrooms at the permanent site; In this case are we able to add rates or should we add a line item for this?

Response: Please refer to 15.1 of RFP Exhibit B.

Question 33: Can you provide the numbers of how many vehicles were serviced at the site weekly in 2023?

Response: (July 2022- June 2023)- July 964; August 891, Sept 818; October 967, Nov 492, Dec 639, Jan 993, Feb 878, March 624, April 836, May 820, June 953, total 9875 cars FY 23.

Question 34: If a car arrives with a large load, how is this handled?

Response: Waste is accepted and info about DOT requirements is provided.

Question 35: Does the City provide the forklift at the perm site?

Response: No.

Question 36: Please provide past volumes for sharps collection from Kiosks annually 2020, 2021, 2022, 2023.

Response: 13,910lbs for 2020; 14,430lbs for 2021; 15,470lbs for 2022; and 14,950lbs for 2023

Question 37: Would the city consider recycling facility for disposal outside of the US?

Response: No.

Question 38: Please provide copies of the profiles.

Response: There are more than 50 pages of waste profiles. Please submit a Public Records Act Request through Next Request to receive this information.

Question 39: What are the nine current locations of the Sharps Kiosks? What is frequency of pickup of these?

Response: The 9 locations are Police station lobbies. Once per week at 5 locations, as needed at other four.

CITY OF SAN DIEGO

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

ADDENDUM B

Request for Proposal (RFP) 10090136-24-R

Closing Date: April 30, 2024 @ 2:00
p.m.

**Proposal for furnishing the City of San Diego with Household Hazardous Waste
Management, Transportation, and Disposal Services**

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

1. Remove the Addendum A RFP Cover Sheet, and replace with the attached
Addendum B, RFP Cover Sheet
2. Remove the Addendum A, Signature Page (pg 3) and replace with the attached
Addendum B, Signature Page (pg 3-4).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Rene Lelevier

Rene Lelevier
Senior Procurement Contracting Officer
Purchasing and Contracting
April 23, 2024



Request for Proposal (RFP) for Household Hazardous Waste Management, Transportation, and Disposal Services

ADDENDUM B

Solicitation Number:	10090136-24-R
Solicitation Issue Date:	March 25, 2024
Pre-Proposal Conference:	Pre-Proposal Conference will be held on April 9 th @ 10:00 a.m.
Questions and Comments Due:	April 12, 2024 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	April 30, 2024 @ 2:00 p.m.
Contract Terms:	Two (2) years, with three (3), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Rene Lelevier Sr. Procurement Contracting Officer rlelevier@sandiego.gov (619) 236-5923
Submissions:	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g. thumb drive or CD), OR an electronic proposal via PlanetBids, of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).

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 first document has the highest priority in resolving conflicts. Provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing as contained in attachment 6 HHW Services Pricing Schedule

5.3 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.

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

Street Address

City

Telephone No.

E-Mail

BY: _____

Print Name: _____

Director, Purchasing & Contracting Department

Date Signed

BY:

Signature of
Proposer's Authorized
Representative

Print Name

Title

Date

Approved as to form this ____ day of

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

BY: _____
Deputy City Attorney

EXHIBIT C



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Household Hazardous Waste Management, Transportation, and Disposal Services
 Solicitation 10090136-24-R

B. BIDDER/PROPOSER INFORMATION:

Clean Harbors Environmental Services, Inc.

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

Provide the name, identify, 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.

Clean Harbors Environmental Services, Inc. is a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc., which is publicly traded under the symbol "CLH" on the New York Stock Exchange. Therefore we are exempt from this reporting, per Section 225 of the City Charter.

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

Name	Title/Position
------	----------------

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

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

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

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

Name	Title/Position
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City and State of Residence	Employer (if different than Bidder/Proposer)
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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 Maleibl

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>90,244</u>
d. Value per share of common stock:		Par	<u>\$ 0.01</u>
		Book	<u>\$ 41.88</u>
		Market	<u>\$ 196.81</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:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Name of Bank: JPMorgan Chase (TX1-0029)

Point of Contact: Porcia Ann Obana

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

Phone Number: (866) 654-3719

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: 2024

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 Chula Vista

Contact Name and Phone Number: Mannel Medrano, Recycling Specialist II | (619) 585-5766

Contact Email: manuelm@ci.chula-vista.ca.us

Address: 276 Fourth Avenue, Chula Vista, California 91910

Contract Date: August 8, 2017 (Clean Harbors has operated Chula Vista's HHW program since 2012)

Contract Amount: \$ 250,000.00

Requirements of Contract: PHHWCF operation, recycle temporary events, door-to-door HHW, CRSQG

Company Name: County Sanitation District of Los Angeles

Contact Name and Phone Number: Lisa Scales, Project Engineer | (562) 908-4288

Contact Email: lscales@lacsdsd.org

Address: 1955 Workman Mill Road, Whittier, California 90607

Contract Date: 2/27/2019 to 12/31/24

Contract Amount: \$ 4,800,000.00

Requirements of Contract: HHW mobile collection events

Company Name: Riverside County Department of Waste Resources

Contact Name and Phone Number: Lisa Thompson, HHW Program Coordinator | (951) 486-3265

Contact Email: ethompson@co.riverside.ca.us

Address: 14310 Frederick Street, Moreno Valley, California 92553

Contract Date: February 26, 2019 (Clean Harbors has operated the County's HHW program since 1997)

Contract Amount: \$ 5,105,792.38

Requirements of Contract: PHHWCFs operation, THHWCF events, door-to-door, load check, CESQG

G. COMPLIANCE:

- 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.

- 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:
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: IQ Personnel, Inc.

Address: 8039 Painter Avenue, Suite 200, Whittier, CA 90602

Contact Name: Tony Salas Phone: (562) 698-2800 Email: cortega@iq-personnel.com

Contractor License No.: n/a DIR Registration No.: PW-LR-1000838279

Sub-Contract Dollar Amount: \$ 5,000.00 (per year) \$ 10,000.00 (total contract term)

Scope of work subcontractor will perform: temp labor at collection events (40-hr. HAZWOPER trained)

Identify whether company is a subcontractor or supplier: subcontractor

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: United Site Services of California, Inc.

Address: 4511 North Rowland Ave, El Monte, CA 91731

Contact Name: Sean McDowell Phone: 800.864.5387 Email: sean.mcdowell@unitedsiteservices.com

Contractor License No.: 873553 DIR Registration No.: 1000010469

Sub-Contract Dollar Amount: \$ 2500 (per year) \$ 5000 (total contract term)

Scope of work subcontractor will perform: Portable toilet and hand washing facilities rental for events

Identify whether company is a subcontractor or supplier: subcontractor

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

Name and Title



Signature

4/16/24

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.

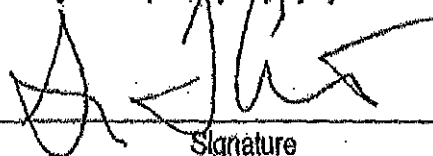
F.6 : Clean Harbors performs thousands of jobs annually for government customers, and it cannot say unequivocally that it has never had a notice that could arguably be described as a "notice to cure" or a "notice of default." Nevertheless, the Company is not in default of any of its contractual obligations and is a qualified and responsible federal contractor and authorized to bid and work in every state.

Please see additional subcontractors on attached sheets.

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. Curtis Executive VP, Pricing & Proposals

Print Name, Title


Signature

4/16/24

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.

F.6. : Clean Harbors performs thousands of jobs annually for government customers, and it cannot say unequivocally that it has never had a notice that could arguably be described as a "notice to cure" or a "notice of default." Nevertheless, the Company is not in default of any of its contractual obligations and is a qualified and responsible federal contractor and authorized to bid and work in every state.

K. Statement of Subcontractors (continued):

COMPANY NAME: Herc Rentals

ADDRESS: 8014 Miramar Rd, San Diego, CA 92126

CONTACT NAME: PHONE: (858) 566-5500 EMAIL:

CONTRACTOR LICENSE NO.: Not Applicable **DIR REGISTRATION NO.:** N/A

SUB-CONTRACT DOLLAR AMOUNT: \$.00 (per year) \$.00 (total contract term)

Scope of Work Subcontractor will Perform: Provide forklifts for events.

Subcontractor or Supplier: Subcontractor **Certification Type:** Not Certified

COMPANY NAME: King Business Services, Inc. d/b/a Debris Box

ADDRESS: 10981 San Diego Mission Road, Suite 245, San Diego, CA 92108

CONTACT NAME: James Smith **PHONE:** (619) 284-9245 **EMAIL:** debrisbox@gmail.com

CONTRACTOR LICENSE NO.: Not Applicable **DIR REGISTRATION NO.:** N/A

SUB-CONTRACT DOLLAR AMOUNT: \$ 3,800.00 (per year) \$ 7,600.00 (total contract term)

Scope of Work Subcontractor will Perform: Provide event dumpsters-solid waste disposal.

Subcontractor or Supplier: Subcontractor **Certification Type:** Not Certified

For information regarding potential waste transporters and disposal/recycling facility subcontractors please see Tab B.

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. Curtis Executive VP, Pricing & Proposals

Print Name, Title


Signature

4/23/24

Date

A.4 EQUAL OPPORTUNITY CONTRACTING FORMS

Please find Clean Harbors completed forms on the following pages.



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: _____

- 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 15 day of April, 2024

Lisa Hersh Conlon
(Authorized Signature)

Lisa Hersh Conlon, HRIS Manager
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: _____
 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		1									5		
Professional			2			1						3		
A&E, Science, Computer														
Technical			10		1		1					1		1
Sales						1						2	1	
Administrative Support			1	1	1								1	
Services														
Crafts	1		2											
Operative Workers	6		24	1	3				1			10		
Transportation														
Laborers*	1		1	1	1									

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

Totals Each Column	9	0	41	3	6	2	1	0	1	0	21	2	1	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 87

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

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

Construction Laborers

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

Electricians

Elevator Installers and Repairers

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

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

A.5 LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

Please find Clean Harbors completed form on the following pages.

**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: 6465 Marindustry Drive, San Diego, CA 92121
 Company Contact Name: Kim Carter, Account Manager Contact Phone: 858.204.9255

CONTRACT INFORMATION

Contract Number (if no number, state location): RFP 10090136-24-R Start Date: TBD
 Contract Title (or description): RFP for HHW Management, Transportation & Disposal Services End Date: TBD
 Purpose/Service Provided: HHW 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
 Name of Signatory

 Signature

Executive Vice President, Pricing and Proposals
 Title of Signatory
4/18/24
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

A.6 LICENSES AS REQUIRED IN RFP EXHIBIT B**Form 1****Licenses/Permits**

For transporting hazardous waste, the table must be completed. If other regulated and recyclable wastes will only be transported, complete each section as appropriate. In addition, Proposer is required to provide copies of all licenses, registrations, and permits with their submittal.

	License/Registration/ Permit Numbers	Expiration Date
California Department of Motor Vehicle – Motor Carrier Permit	CA-0188448	Non expiring
California Highway Patrol – Hazardous Materials Transportation License	132665	01/31/25
California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration	3500	04/30/25
US Dept of Transportation – Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.	060923550192FH	06/30/26
California or Federal EPA ID Number	MAD039322250	N/A

Clean Harbors will comply with all requirements in RFP's exhibit B section B Licenses.

Copies of our licenses are on the following pages.

California Department of Motor Vehicles
Motor Carrier Permit


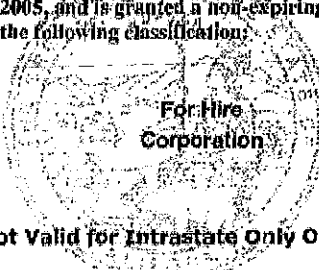
STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS 6875
 P.O. BOX 932370 Sacramento, CA, 94232-3700
 (916) 657-8153



11/28/2007

CLEAN HARBORS ENVIRONMENTAL
 SERVICES INC
 42 LONGWATER DR
 NORWELL, MA 02061

 DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA, 94232-3700		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier	
CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061		Valid From: 11/27/2007	Valid Through: Non-Expiring
		CA#: 0188448	
		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:	
		 For Fire Corporation	
		Not Valid for Intrastate Only Operations	
Paid Date: N/A	Office #: 154		
Account #: 371018	Tech ID: CR		
Sequence #: 001	Amt Paid: No Fee		

IMPORTANT REMINDERS!!!


1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2203-MCP (REV 10/2007)

A Public Service Agency

**California Department of California Highway Patrol –
Hazardous Material Transport License**

 STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL HAZARDOUS MATERIALS TRANSPORTATION LICENSE CHP 360H (REV. 1/00) CPl 062	CONTROL NUMBER 270959	LICENSE NUMBER 132665	ISSUE DATE 1/22/2024	EFFECTIVE DATE 2/1/2024	EXPIRATION DATE 1/31/2025
	CHP CARRIER NUMBER CA 188448	LOCATION 999	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP) The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.
LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)					
CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 Longwater Drive Norwell MA, US 02061-9149					
LICENSEE NAME AND MAILING ADDRESS					
Attention: Colleen Costello CLEAN HARBORS ENVIRONMENTAL SERVICES INC PO Box 9149 NORWELL MA, US 02061-9149					
This carrier is on the special routing/safe stopping place mailing lists as indicated below: <input type="checkbox"/> (HMX) Explosives subject to Division 14, California Vehicle Code (CVC). <input type="checkbox"/> (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC. <input type="checkbox"/> (HMRQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.					
Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)					

California Department of Toxic Substance Control
Hazardous Waste Transporter Registration



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate
Hazardous Waste of Concern Transporter

Name and Address of Registered Transporter:

CLEAN HARBORS ENVIRONMENTAL SERVICES INC
42 LONGWATER DR
NORWELL, MA 02061

Transporter Registration Number: 3500

Effective Date: APRIL 29, 2024

Expiration Date: APRIL 30, 2025

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Josie Placencia
Authorized Signature

APRIL 29, 2024

Date

Name and Title of Authorized Representative: Josie Placencia, Analyst

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

♻️ Printed on Recycled Paper

**US DOT Pipeline and Hazardous Materials Safety Administration --
Hazardous Materials Certificate of Registration**

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2023-2026**

Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC
ATTN: Colleen Costello
PO BOX 9149
NORWELL, MA 02061-9149

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060923550192FH Effective: July 1, 2023 Expires: June 30, 2026
HM Company ID: 7987

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:


- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

**US EPA
Hazardous Waste Transporter**

	ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY
<p>This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.</p>	
EPA I.D. NUMBER ➤	MAD039322250
	Clean Harbors Inc P O Box 193 Kingston MA 02364
INSTALLATION ADDRESS ➤	P O Box 193 Kingston MA 02364
EPA Form 8700-12A (4-80)	

A.7 RESERVED**A.8 ADDITIONAL INFORMATION AS REQUIRED IN RFP EXHIBIT B****A.8.1 Contractor Experience**

Clean Harbors currently manages similar HHW program contracts for the following agencies in Southern California, each of which generate at least 250 tons of hazardous waste annually.

Riverside County Waste Management Department

Lisa Thompson, HHW Program Coordinator

14310 Frederick Street, Moreno Valley, California 92553

Phone: (951) 486-3265

Email: ethompson@rivco.org

Contract Value: ~\$1,000,000 / year

Service Dates: 1997 to present

Clean Harbors provides for the management of Riverside County's four permanent HHWCFs and three ABOP facilities. This includes a program for collecting VSQG waste, turnkey operation of 32 THHWCF events held at 17 remote locations within the County, and landfill load check services. Temporary events range from 20 - 150 participants (rural events) to over 1,500 participants (at two-day events). This includes labor, equipment, and materials to collect, package, transport, and dispose / recycle household hazardous waste, sharps, electronics waste and VSQG waste. The program accepts HHW, universal waste, e-waste and sharps.

Annually, the County's program serves nearly 25,000 participants and collects approximately 2,000,000 pounds of waste.

County of Orange Waste & Recycling

Jesus Perez, HHW Program Manager

601 N Ross Street, Santa Ana, California 92701

Phone: (714) 834-4188

Email: jesus.perez@ocwr.ocgov.org

Contract Value: ~\$6,100,000 / year

Service Dates: 1993 to present

Clean Harbors provides operational services at the County's four Permanent Household Hazardous Waste Facilities, including a Materials Exchange Program (MEP). Each permanent facility is open five days a week. Additionally, we provide routine Landfill Load Check Services. We have provided Temporary Household Hazardous Collection Event Services in the past upon the County's request. Clean Harbors provides staffing, collection, packaging, transportation, treatment, recycling and disposal services for the HHW services. The program also includes sharps collections and management.

Annually, the County's program averages 160,000 participants and collects approximately 7,500,000 pounds of waste.

City of Los Angeles Residential Special Materials

Rowena Romano, Division Manager Solid Resources Citywide Recycling

Solid Resources Citywide Recycling Division

1149 South Broadway Street, Los Angeles, California 90015

Phone: (213) 440-7205

Email: Rowena.Romano@lacity.org

Contract Value: \$5,100,000 / year

Service Dates: 2012 to present

Clean Harbors provides turnkey operation of the City's seven permanent household hazardous waste collection facilities (SAFE Centers). This includes labor, equipment, and materials to collect, package, transport, and dispose / recycle household hazardous waste, sharps, electronics waste and VSQG waste. Each permanent facility is open two days a week for HHW participants and regularly during the month for VSQG waste.

Additionally, we provide Temporary Household Hazardous Collection Event Services throughout the year; service eight Marina sites where participants can drop off Oil, Spill Pads and Oil Filters; and perform twenty Used Motor Oil/Antifreeze/Filter collection events in various locations in the County throughout the year. Clean Harbors provides turnkey staffing, collection, packaging, transportation, treatment, recycling and disposal services for the City.

Annually, the City of Los Angeles RSM program serves approximately 135,000 participants and collects approximately 5,900,000 pounds of waste.

A.8.2 Evidence of Insurance

Clean Harbors will provide insurance similar to the attached to the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Extn): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Company INSURER B: ACE American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38318 22657

COVERAGES **CERTIFICATE NUMBER:** W30740460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCO <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1000090796231	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	1000679502231	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED: RETENTIONS:	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	1000095587231	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY FICHIOR/PARTNERS/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N No N/A	1000005137 (AOS)	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Empl Liab (AR, AS, IA, NJ, NY, NC, VT, CT) Per Statute		100 0005140	11/01/2023	11/01/2024	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE - POL LMT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.
 SEE ATTACHED

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 26 (2016/03)

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BR ID: 24844706

BRCH: 3178366

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willia Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 100005138 (MA, FL) EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability Per Statute	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	\$2,000,000 \$2,000,000 \$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513231 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim All Claims SIR	\$10,000,000 \$10,000,000 \$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim All Claims SIR	\$10,000,000 \$10,000,000 \$250,000

ACORD 101 (2008/01)

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SR ID: 24844706 BATCH: 3178366 CERT: W30740460

A.8.3 Additional Registration Required for Prevailing Wage Work

Clean Harbors is registered with the California Department of Industrial Relations (DIR) as a Public Works Contractor and is a licensed California Contractor, proof of our registration and license follows.

**A.8.3.1 California Contractors State License Board
Contractors License - Class A, C12, HAZ**



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **720298**

Entity **CORP**

Business Name **CLEAN HARBORS ENVIRONMENTAL
SERVICES INC**

Classification(s) **C 12 HAZ A**

Expiration Date **03/31/2026**

www.cslb.ca.gov



A.8.3.2 California Department of Industrial Relations Public Works Contractor Registration

<https://cadir.secure.force.com/ContractorSearch/PrintRegDetails>



Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label: From Date:(mm/dd/yyyy) To Date:(mm/dd/yyyy)
 County: mm / dd / yyyy mm / dd / yyyy
 City:

Search Reset

Crafts (Select all that apply)

- Asbestos
- Boilermaker-Blacksmith
- Bricklayer/Block Tender
- Carpenter
- Carport, Unleaded, Resilient Tire Layer
- Cement Mason
- Consultant
- Driver (On/Off Hauling)
- Drywall Installer/Lather/Finisher
- Electrical Utility
- Electrician
- Elevator Constructor
- Field Surveyor
- General Building
- General Engineering
- Glazier
- Inspector/Field Sols. Material Tester
- Iron Worker

Registrations

Search Results: 1 found

Print PDF Export

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Detail:
 Registration Number: 1000013713
 Status: Active
 CSE Number: 720296
 Legal Entity Type: Corporation
 Mailing Address: 42 LONEWATER DRIVE / P.O. BOX 9249
 NORWELL
 MA 02061
 Los Angeles
 County:
 Craft: Laborer/Operating Engineer
 Email: lawloria.sara@cleanharbors.com

DBA
 Name

Registration History

Effective Date	Expiration Date
7/1/2020	6/30/2023
7/1/2019	6/30/2020
6/29/2018	6/30/2019
5/26/2017	6/30/2018
6/22/2016	6/30/2017
6/12/2015	6/30/2016
3/3/2015	6/30/2015

Registration

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/29/2018	6/30/2019	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	5/26/2017	6/30/2018	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/22/2016	6/30/2017	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/12/2015	6/30/2016	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	3/3/2015	6/30/2015	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	7/1/2019	6/30/2020	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	7/1/2020	6/30/2023	Active
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	7/1/2023	6/30/2026	Active

B. TAB B TITLE PAGE – EXECUTIVE SUMMARY & RESPONSES TO SPECIFICATIONS

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Appendices

Appendix I - Clean Harbors Injury Illness Prevention Plan

Appendix II - Sample HHW Packing Lists

Appendix III - HHW Collections Standard

Appendix IV - HHW CustomPack Guidelines

Appendix V - Sample Clean Harbors Forms

Appendix VI - Paint Management Plan

Appendix VII - Key Staff Training Summaries

Appendix VIII – PHHWCF HASP

Appendix IX - 3 Year Compliance Histories

Appendix X – Clean Harbors 2023 Annual Report

B.1 EXECUTIVE SUMMARY

Clean Harbors has the facilities, equipment and personnel to address and fulfill the requirements of the City's HHW Collection and Disposal Services programs. Choosing a company with such experience allows the City to focus on other important business and provides the comfort of knowing a qualified professional is handling HHW programs.

Our understanding of the City's Scope of Work is the result of over thirty years of hands-on experience and exposure. Clean Harbors has operated the City of San Diego's HHW program since it began in 1992. Prior to HHW becoming a separate City program, we had been operating the San Diego Regional Program since 1986. We will continue to provide the high level of service the City has come to expect.

Clean Harbors will furnish sufficient supervisory and working personnel appropriately trained and capable of promptly accomplishing all work required under this RFP. Clean Harbors has the financial stability and financial resources to perform the Scope of Work for the entire term of the contract.

We have access to both corporate and external resources in order to implement and complete any of the tasks assigned to us by the award of this contract. Clean Harbors fully understands and will conform to the City's disposal hierarchy by promoting reuse and recycling methods whenever feasible.

Within Clean Harbors, we have employees hired specifically to support the City's Permanent, Temporary and Recyclable HHW collection programs. This workforce will ensure a timely response to any of the City's requests. More importantly, the City's Program will continue with uninterrupted service utilizing the trained staff already in place at the PHHWCF. This minimizes any negative impacts that can sometime occur with changing suppliers such as:

- Insufficient manpower
- Transitional knowledge transfer, which results in lower productivity
- Poor work planning which can result in insufficient equipment and materials

Clean Harbors understands the City may require prevailing wages for this contract in the future, we have provided prevailing wage rate options in our Tab C response. Clean Harbors is a registered public works contractor with the California Department of Industrial Relations (DIR).

B.2 CLEAN HARBORS RESPONSE TO THE RFP

B.2.1 Contractor's San Diego Operational Location

Our Service Centers are the primary interface with customers. In addition to the service efficiencies and cost savings provided by the proximity of Clean Harbors' locations, this same proximity allows us to provide a highly trained, professional and consistent work force to our customers.

All key personnel, supplies/materials, and primary equipment used in support of this contract will be based out of Clean Harbors' San Diego branch office. Equipment assets available for use to complete the Scope of Work are listed on Form 3 in of our proposal, see page 139 of our proposal. Our San Diego branch office is located at:

Clean Harbors San Diego Technical Services
6465 Marindustry Drive
San Diego, CA 92121

Additional labor and equipment resources are also available as needed from Clean Harbors' branch office in Wilmington, California. These available assets are also noted on Form 3.

B.2.2 Contractor Staffing, Experience, and Certifications

We have 17 highly qualified and experienced field personnel in our San Diego Technical Services group ready to provide high quality professional services to the City.

B.2.2.1 Key Staff Experience Summary

Name	Years with Clean Harbors	Title / Position	years of HHW experience
Jacob Harris	6 Year(s) 7 Month(s)	HHW Project Manager	6
Ivan Ibarra	7 Year(s) 4 Month(s)	Chemist/ Site Manager/ Backup HHW Project Manager Branch Manager	7
Tavo Molina	32 Year(s) 10 Month(s)	Chemist	30
Joseph Moreno	20 Year(s) 8 Month(s)	Chemist	20
Frederick Ramos	20 Year(s) 0 Month(s)	Chemist	20
Paul Kraus	18 Year(s) 6 Month(s)	Chemist	18

Jorge Montano	15 Year(s) 5 Month(s)	Chemist	15
Roberto Moreno	10 Year(s) 2 Month(s)	Chemist	10
Alexander Nguyen	5 Year(s) 1 Month(s)	HHW Clerk	5
Jacinto Benitez	18 Year(s) 8 Month(s)	District Manager	18

B.2.2.1.1 Clean Harbors Technical Services Staff Training

Below is a summary of the training courses for our Technical Services field staff.

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 ☒		✓	✓	✓			
Lab Pack Segregation and Packing Procedures ☒		✓	✓	✓			
Lab Pack Special Permits ☒		✓	✓	✓			
Lab Pack Paperwork ☒		✓	✓	✓			
Mercury Packaging and Routing ☒		✓	✓	✓			
Organic Peroxide Shipping and Packaging ☒		✓	✓	✓			
National Fire Protection Association Oxidizer Packaging ☒		✓	✓	✓			
PCBs Shipping and Packaging ☒		✓	✓	✓			
Cylinder Evaluation and Shipping Protocol ☒		✓	✓	✓			
Reactive Materials Safety Alert ☒		✓	✓	✓			
Healthcare Hazard Awareness		✓	✓	✓			
Household Hazardous Waste Orientation ☒		✓	✓	✓			
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.2.2.2 Key Staff Resumes

Please find resumes for our proposed Key Staff on the following pages. Copies of their 40-hour training certifications as well as training summaries are provided in Appendix VII.

a.	Name, Title and Local Company Address:			
	Jacob Harris HHW Project Manager Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92121			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	HHW Project Manager			
d.	Years' Experience – With This Firm:	6	With Other Firms:	5
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • BS, Biology – Arizona State University • 40-Hour Lab Pack Chemist Training • DEA Controlled Substances Shipper Certification • Class B Commercial Driver's License with Hazardous Materials Endorsement 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • Mr. Harris is an HHW Project Manager. Mr. Harris is responsible for complete HHW project management and his duties include scoping and quoting, maintaining customer satisfaction, and ensuring a consistent level of service from all Clean Harbors HHW clientele in the San Diego region. He supervises and schedules Chemists, Technicians, Drivers and Laborers assigned to permanent and temporary HHW events, and temporary Agricultural collection events. He is responsible for ensuring that health and safety requirements are adhered to at all times while overseeing site operations, schedules, labor, equipment, materials, and subcontractors. • Mr. Harris also assists at events performing any as needed duties at events. He ensures that all required generator reports (e.g., CIWMB Form 303, CESQG, etc.) are correct and timely. Mr. Harris is the primary contact for HHW event scheduling for our San Diego area clients serviced by Clean Harbors' San Diego Technical Services Center. • Previously, as a Chemist for Clean Harbors' San Diego Branch, Jacob Harris 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. 			

	<ul style="list-style-type: none"> • 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. • Prior to joining Clean Harbors in September 2017 Mr. Harris served five years in the US Navy as an Aviation Boatswains Mate Handler 3rd Class Petty Officer.
g.	Environmental, Health and Safety Training:
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 08-Hour OSHA Annual Refresher Training • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees (triennial) • Explosives Packaging and Shipping Training • HHW Supervisor Training

a.	Name, Title and Local Company Address:			
	Ivan Ibarra Technical Services Branch Manager Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	PHHWCF Chemist Event Chemist Site Manager			
d.	Years' Experience – With This Firm:	7	With Other Firms:	2
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • AS, Fire Science – Southwestern College • 40-Hour Lab Pack Chemist Training • Certified Emergency Medical Technician • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As a Technical Services Branch Manager, Mr. Ibarra oversees the scope of operations performed by the Technical Services field group in San Diego. These operations include: lab pack services, routine waste transportation & disposal, HHW collections, providing health and safety supervision, and project oversight. • Previously as a Technical Services Coordinator, Ivan Ibarra was directly responsible for operational execution of all lab pack and waste transportation and disposal operations for Southern California. His duties included 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. • Mr. Ibarra began his career with Clean Harbors as a Chemist at the San Diego branch in December . 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. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a.	Name, Title and Local Company Address:			
	Gustavo "Tavo" Molina Chemist HHW Project Manager Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	Chemist / HHW Project Manager			
d.	Years' Experience – With This Firm:	32	With Other Firms:	12
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • 40-Hour Lab Pack Chemist Training • DEA Controlled Substances Shipper Certification • Class B Commercial Driver's License with Hazardous Materials Endorsement • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As a Chemist for Clean Harbors' San Diego Branch, Mr. Molina 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. • 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 • In addition to his Chemist duties, Tavo Molina also serves as Project Manager for various household hazardous waste collection programs in Southern California. Reporting directly to the HHW Program Manager, he supervises the team of chemists and technicians assigned to temporary and permanent HHW collection events. Mr. Molina is responsible for ensuring that health and safety requirements are always adhered to while overseeing site operations, schedules, labor, equipment, materials, and sub-contractors. • Tavo Molina began his career with Clean Harbors in 1991 as a Driver Field and Technician for emergency response projects. Prior to that, he had held the same positions for over twelve years with Pacific Environmental. 			

g.	Environmental, Health and Safety Training:
	<ul style="list-style-type: none">• 40-Hour OSHA HAZWOPER• 24-Hour Annual RCRA Training• 16-Hour DOT Regulations Training for Hazardous Materials Employees• HHW Supervisor Training

a.	Name, Title and Local Company Address:			
	Joseph Moreno, CHMM Chemist HHW Technician I Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	PHHWCF Chemist Event Chemist			
d.	Years' Experience – With This Firm:	20	With Other Firms:	22
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • BS, Biology – San Diego State University • Certified Hazardous Materials Manager • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • Working at HHW Collection facilities, Mr. Moreno assists with segregating and bulking recyclable materials, labels all drums per DOT regulations, and completes all required paperwork for transportation. • 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. • 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. • Mr., Moreno began his career with Clean Harbors in August 2003. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a.	Name, Title and Local Company Address:			
	Frederick Ramos Chemist HHW Technician III Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	PHHWCF Chemist Event Chemist			
d.	Years' Experience – With This Firm:	20	With Other Firms:	12
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • 40-Hour Lab Pack Chemist Training • DEA Controlled Substances Shipper Certification • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As a Chemist for Clean Harbor's San Diego Service Center, Mr. Ramos 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. • 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. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 30-Hour OSHA General Industry Training • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a. Name, Title and Local Company Address:			
Paul Kraus Chemist HHW Technician III Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b. Corporate Address:			
Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c. Role Filled for City of San Diego HHW Program:			
PHHWCF Chemist Event Chemist			
d. Years' Experience – With This Firm:	18	With Other Firms:	29
e. Education: Degree(s) Specialization and Licenses Registrations			
<ul style="list-style-type: none"> • 40-Hour Lab Pack Chemist Training 			
f. Experience and Qualifications:			
<ul style="list-style-type: none"> • As a Chemist for Clean Harbor's San Diego Service Center, Mr. Kraus 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. • 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. • Mr. Kraus began his career with Clean Harbors in August 2005. 			
g. Environmental, Health and Safety Training:			
<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a.	Name, Title and Local Company Address:			
	Jorge Montano Chemist HHW Technician II Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	PHHWCF Chemist Event Chemist			
d.	Years' Experience – With This Firm:	11	With Other Firms:	12
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • 40-Hour Lab Pack Chemist Training • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As a Chemist for Clean Harbor's San Diego Service Center, Mr. Montano 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. • 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. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a.	Name, Title and Local Company Address:			
	Roberto Moreno Chemist HHW Technician I Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	PHHWCF Chemist Event Chemist			
d.	Years' Experience – With This Firm:	10	With Other Firms:	2
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • 40-Hour Lab Pack Chemist Training • Class B Commercial Driver's License w/Hazardous Materials Endorsement 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • 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. • 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. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a.	Name, Title and Local Company Address:			
	Alexander Nguyen HHW Clerk Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Role Filled for City of San Diego HHW Program:			
	Contract and Invoice Point of Contact			
d.	Years' Experience – With This Firm:	1	With Other Firms:	1
e.	Education: Degree(s) Specialization and Licenses Registrations			
	<ul style="list-style-type: none"> • BS, Geosystems – University of California, Riverside • CPR First Aid 			
f.	Experience and Qualifications:			
	<ul style="list-style-type: none"> • As an HHW Clerk for Clean Harbor's San Diego Service Center, Mr. Nguyen is responsible for data entry, inventory management, and preparing paperwork among other clerical duties. • Other skills include wildlife remediation projects, decontamination waste cleanups, and habitat restoration. • In addition to his Clerical duties, Alex Nguyen also serves as a field technician for various household hazardous waste collection programs in Southern California. Reporting directly to the HHW Program Manager, he assists chemists assigned to temporary and permanent HHW collection events. 			
g.	Environmental, Health and Safety Training:			
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 24-Hour Annual RCRA Training • 16-Hour DOT Regulations Training for Hazardous Materials Employees • HHW Supervisor Training 			

a. Name, Title & Local Company Address:				
Jacinto V. Benitez Technical Services District Manager Clean Harbors Environmental Services 6465 Marindustry Drive San Diego, California 92110				
b. Corporate Address:				
Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
c. Years Experience – With This Firm:	18	With Other Firms:	2	
d. Education: Degree(s) / Specialization & Licenses / Registrations				
<ul style="list-style-type: none"> ▪ B.A. Political Science – California State University San Marcos ▪ 40-Hour Clean Harbors CleanPack® Chemist Training ▪ CPR First Aid 				
e. Other Experience and Qualifications:				
<ul style="list-style-type: none"> • As District Manager, Mr. Benitez is responsible for operations performed by Clean Harbors' Southwestern US Technical Services teams; such as laboratory chemical packing, remedial projects, routine waste transportation and disposal, and household-hazardous waste (HHW) collections. Other duties include providing health and safety supervision and project oversight/management • Previously Mr. Benitez was the Branch Manager at Clean Harbors San Diego Technical Services Branch, he was responsible for complete project management. Duties included 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. He oversaw field chemists, truck drivers, and other personnel to ensure effective and efficient fulfillment of local municipal contracts; assisted with developing proposal / bid responses, including attending pre-bid meetings; served as primary liaison for communication between HHW customers and Clean Harbors. He ensured that all required generator reports (i.e. CIWMB Form 303, CESQG, etc.) were correct and submitted in a timely manner. • Jacinto also has experience in emergency response on chemical spills and abandoned waste projects, decontamination waste cleanups, lab packs, remedial projects, and routine waste management transportation and disposal. • Jacinto Benitez began his career with Clean Harbors in August 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. 				

f.	Environmental & Health and Safety Training:
	<ul style="list-style-type: none">▪ 40-Hour OSHA HAZWOPER▪ 8-Hour OSHA HAZWOPER Annual Refresher▪ DOT Regulations Training Hazardous Materials Employees▪ Cylinder Evaluation and Shipment Training▪ HHW Supervisor Training▪ Blood-borne Pathogens Training▪ Medical Surveillance Program Quantitative Fit Test

B.2.2.3 Staff Responsibilities

Program Manager (PM)

- 1) The PM shall ensure compliance with household hazardous waste regulatory standards, rules, and policies as they relate to Clean Harbors' staff actions and conduct at the PHHWCF.
- 2) The PM will be responsible for ensuring compliance with the federal, state, & local requirements for properly managing household hazardous waste, including:
 - a) Correctly marking and using proper DOT-approved containers.
 - b) Storing wastes correctly (refer to Section 14.1.5).
 - c) Manifesting hazardous waste shipments.
 - d) Transporting and disposing of household hazardous waste correctly, following US DOT requirements.
- 3) The PM will be responsible for ensuring that the PHHWCF is prepared for an emergency. This shall include:
 - a) Making sure an on-site telephone is always available for use in an emergency;
 - b) Making sure the fire-control equipment is suitable for the materials used or stored;
 - c) Checking that spill kits are stocked and maintained;
 - d) Making sure the decontamination equipment (e.g., emergency shower, eye wash, etc.) is routinely tested and maintained;
 - e) Checking for uncovered drains to prevent environmental releases;
 - f) Having prior emergency arrangements in place with local authorities/ responders; and
 - g) Keeping the PHHWCF's Emergency Contingency Plan current and updating as needed.
- 4) The PM will ensure that Clean Harbors' employees are current with all required training for their job responsibilities.
 - a) This information will be maintained electronically within Clean Harbors.
 - b) Hard copy training records will also be kept onsite at the PHHWCF.

Waste Un-Loaders

- 1) Directing traffic to maximize safety to participants and staff and minimize wait time.
- 2) Greeting the participants. This will include:
 - a) Asking participant to remain in their vehicle and turn off the engine.

- b) Asking participant to refrain from smoking while on-site.
 - c) Asking for the participant's driver's license to verify residency status. If the participant's residency makes them ineligible to drop off waste, provide them with their appropriate jurisdiction information.
 - d) Instructing the participants on proper procedure for unacceptable waste items.
 - e) Ensuring that only those vehicles disposing of waste are to be allowed inside the collection facility.
 - All Clean Harbors' personnel will park their vehicles in the designated contractor parking area.
- 3) Assessing whether the transportation of waste to the site has resulted in damage to the vehicle or has resulted in a spill of material.
- a) In the event of a leaking or spilled container in a vehicle, the material should be identified by labels, markings, or through customer questioning before handling; and then over-packed appropriately.
 - b) The vehicle owner is responsible for decontaminating the vehicle. Only if a Clean Harbors' employee is responsible for the spilled material in the vehicle should he/she perform any decontamination. Notify the PM or his/her designee in either case.
- 4) Assessing the type, content, and quantity of the participants waste. The Un-loader will be looking for the following.
- a) Unacceptable materials. Procedures for unacceptable materials handling are provided in Section 8.2.
 - b) Large volumes of waste. If a large volume of waste is in closed bags or boxes, it may be brought to the segregation tables for unpacking. The resident should not be allowed to leave until the waste has been screened.
 - c) Commercially generated waste. Participants will be asked verbally if their waste is from a commercial enterprise if the load is larger than 15 gallons and/or 125 pounds, if the vehicle used to deliver the waste is a commercial vehicle, and/or if the participant is wearing a uniform from a business.
 - ❖ Any participant determined to be attempting to dispose of commercially generated waste and/or;
 - ❖ If the participant insists that their waste is not from a business, provide him/her with a form to complete that attests the waste is from a household; and then accept the waste. Document everything and if time permits, take photographs of the waste and participant's vehicle.
- 5) Unloading all acceptable waste under the covered drive-through. All waste will be unloaded onto the top level of carts to be rolled into the sorting area.
- a) If a vehicle is damaged during the unloading process, the participant shall be asked to fill out an Incident Report. It is imperative that the Un-loader inform the PM or his/her designee of this situation immediately.
 - b) Should the participant refuse to complete the required documentation, the PM or his/her designee shall note this on the Incident Report.
- 6) Ensuring that none of the containers are leaking.

- a) If leaking containers are discovered, Sorting Personnel will assist in containing the leak and cleaning the affected area. All operations should stop until the situation is under control and the spill is cleaned up.
- b) If the leaking material is unlabeled notify the PM or his/her designee.
- 7) Checking all containers for labels and asking the driver to confirm the contents.
 - a) If there is no label but the driver can identify the container's contents, it must be written on the container.
 - b) In the event an unidentified container is received, it shall be tested by the PM or his/her designee.
- 8) Moving the cart into the sorting area.
- 9) Closing the trunk of the vehicles and verbally notifying the participant that unloading is completed.

Waste Sorters

- 1) Ensuring that the Waste Unloaders have enough carts to perform their responsibilities.
- 2) Ensuring that all waste is removed from the unloading cart and placed in the appropriate processing area. All waste must be placed into one of the following areas.
 - a) Aerosol Cans: All aerosol paints, cleaners, solvents, starting fluids, pesticides, poisons, disinfectants, herbicides, and other similar materials are to be forwarded to the aerosol processing area.
 - (1) The cans will be loose packed into 55-gallon and/or cubic yard boxes.
 - (2) If an aerosol can is missing its cap / lid, then the spray nozzle must be removed prior to containerizing.
 - b) Fuels / Flammable Liquids: This category includes gasoline, any flammable and pourable solvents, heating oil, paint thinners, contaminated motor oil and similar materials as determined by the PM.
 - c) Oil-Based Paint: Materials in this category include oil-based paint, lacquers, coatings, stains, varnishes, etc.
 - (1) All material will be loose packed into drums or cubic yard boxes.
 - (2) These items must be segregated from oil-based paint and paint related material.
 - Paint containing isocyanates
 - Wood treatments with pentachlorophenol, bis-tributyl tin, copper naphthenate, or zinc naphthenate
 - Catalysts for fiberglass resins
 - Hardeners for plastic fillers
 - Halogenated cleaners or strippers
 - d) Latex Paint: The Sorter must be positive that all paint placed in this area is latex. This will only be determined by labeling.
 - (1) Any paint material not properly labeled must be processed as oil-based.

- (2) All clearly labeled latex paint will be sorted out of the general waste stream and stacked up in the latex paint processing area.
- e) Antifreeze: Due to the recycling requirement set for this waste stream this category includes “clean” antifreeze and antifreeze contaminated with water.
- (1) All “clean” antifreeze will be bulked into a 275 gal. tote and/or 55 gal. drum.
- (2) Any antifreeze contaminated with oil, solvents, or chemicals other than water shall be placed in the fuels / flammable liquids area.
- f) Motor Oil: Due to the recycling requirement set for this waste stream, be cautious that only “clean” oil is placed into the oil 275 gal. tote and/or 55 gal. drum.
- (1) All “clean” oil will be bulked into 275 gal. tote and/or 55 gal. drum.
- (2) Any oil with the potential for contamination (i.e. solvents, chlorinated compounds, etc.) shall be placed in the fuels / flammable liquids area.
- g) Compressed Gas Cylinders: All cylinders brought in will be reviewed by the PM or onsite clean pack chemist for integrity.
- (1) If acceptable the cylinder will be placed in the designated area for later evaluation.
- (2) Identifiable cylinders will be evaluated, packaged and transported according to all regulations and Clean Harbors’ policy.
- h) Automotive Batteries: It is imperative that all automotive type batteries are visually inspected to ensure structural integrity.
- (1) Any leaking or cracked batteries are to be placed in sealed plastic bags for secondary containment prior to forwarding to the battery processing area.
- (2) Intact lead acid batteries will be placed upright on pallets, only one layer thick.
- i) Lab Pack Area: This is for all other waste streams not covered above. The lab pack area is designed to maximize space and organization, and to minimize the chance that incompatible chemical will come into contact with one another.

Within this area, there should be two trays for initial sorting and testing; and additional trays for each of the following DOT hazard classes:

- Flammable Liquid (3)
- Flammable Poison (3, (6.1))
- Flammable Solid (4.1)
- Oxidizer (5.1)
- Organic Peroxide (5.2)
- Poison (6.1)
- Poison Flammable (6.1, (3))
- Corrosive acid (8)
- Caustic alkali (8)
- Environmentally Hazardous Substances (9)
- Non-RCRA Waste

Chemists

- 1) Screening and/or segregating all waste in the Lab Pack Area.

- 2) Perform unknowns screening and testing.
- 3) Oversee and/or perform all labpacking operations.
- 4) Assist all other HHW staff as necessary.

Customer Service

Clean Harbors will provide a customer service program that includes but is not limited to the following:

- 1) One local San Diego phone number with a prefix of 619, 858, and 760 or a toll-free number for City customers to contact Clean Harbors and an in-house Customer Service Representative (CSR) who is assigned to the City.
- 2) The in-house CSR will be knowledgeable and responsive relative to the Contract and customer service issues, and available to the City during regular working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 3) The City Technical Representative, Department contacts, and Clean Harbors will mutually agree to the content and communication method (telephone, email, fax, letter, meeting) for the various types of services needed as described in this Contract.
- 4) Clean Harbors will use electronic mail and/or telephone for communications between the City and Clean Harbors related to service requests.

Clean Harbors will refer City residents requesting HHW disposal services to the City's HHW Program phone number — (858) 694-7000.

Clean Harbors will provide customers requesting VSQG and business waste disposal services with the phone number for Clean Harbors' San Diego branch.

B.2.3 Clean Harbors Operations Plan

Clean Harbors is proposing to use the same operations plan as we currently use to service the city for its HHW needs, our plan is in full compliance with all applicable regulations.

Please see proposal section B.26.5 for our proposed Waste Management Plan.

Please see Appendix I for a copy of our Injury and Illness Prevention Plan (IIPP) for the PHHWCF.

A copy of our current Health & Safety Plan for the City's PHHWCF is provided in Appendix VIII. **Please see this plan for details of our operational plans.** The Door-to-Door, THHWCF Full Service Events, THHWCF Recyclable Events and THHWCF Bulb & Battery Events will follow similar operational plans to those in the PHHWCF HASP.

A more detailed description of our Loosepack and Labpack operational plan is provided below.

Loosepack and Labpack Procedures

Packing will be performed using Clean Harbors standard lab packing protocol and DOT requirements. For detailed packaging instructions and rules, chemists should consult their *Clean Harbors CleanPack® Chemist Field Manual*.

- 1) Every loose packed and lab packed container requires a packing list. See Appendix II for example packing lists.
- 2) Vermiculite is Clean Harbors' approved absorbent packaging material, except when lab packing hydrofluoric acid. Hydrofluoric acid must be packaged with an inert, polymer-based absorbent.
- 3) Inner Containers:
 - a) All inner containers must be chemically compatible and packaged with closures in the upright position. Glass materials should be packed away from the sides of the drum if possible.
 - b) Any open containers should be sealed into plastic bags before packing into a drum.
 - c) The maximum amount of liquid in a glass inner container is 1-gallon. For metal and plastic inner containers, the maximum amount of liquid per container is 5-gallons; and the maximum amount of solids is 50 pounds.
- 4) All shipping containers must be UN-approved and stamped as such. Cubic yard boxes must utilize a poly liner and be secured to pallets.
- 5) Acids and bases must be packaged in poly or fiber containers only. Inorganic and organic corrosives shall not be packaged into the same drum.
- 6) Oxidizers and metal-reactive materials (e.g. sodium azide, picric acid, etc.) must be packaged in poly containers only. Oxidizers are strictly forbidden in wooden or cardboard fiber containers.
- 7) Aerosols, pesticide solids, latex paint, and oil-based paint may be loose packed into cubic yard boxes or metal drums.

- a) DOT exemption SP-11624 must be utilized whenever oil-based paint is packaged into cubic yard boxes.
 - b) Oil-based paint / paint related material packaged in glass containers and/or with a hazard class other than 3 may not be packaged in cubic yard boxes.
 - c) Pesticide solids / liquids packaged in cubic yard boxes must be cushioned with layers of vermiculite; and must be inventoried. Aerosols, latex and oil-based paints do not require vermiculite or inventories.
- 8) Reactive materials will be sealed into plastic bags, and lab packed into 5-gallon pails with up to one gallon of liquids or five pounds of solids in each pail. Refer to Section 6.2.1 regarding potentially unstable reactive material that must be stabilized prior to packaging.
- 9) Reactive alkali metal materials (e.g. lithium, magnesium, calcium, etc.) must be packaged under mineral oil in poly inner containers, and over-packed into metal outer containers.
- 10) Poison-by-inhalation hazard ("PIH") materials cannot be lab packed per DOT regulations, and therefore must be packaged alone in combination packaging (49 CFR §§ 173.226 and 227).
- a) Upon discovering a PIH item, the chemist must transfer the item to the approved designated receiving facility.
 - b) Notify the PM or his/her designee whenever PIH waste is received so that he can plan the next waste shipment around the additional DOT Zone requirements.
 - c) "Zone A" items will require a DOT Special Permit.
 - (1) If Zone A material is received, the PM will contact Clean Harbors' Central Logistics Department.
 - (2) The Central Logistics Department will apply for the DOT Special Permit and make all necessary in-house transportation arrangements.
 - (3) The City of San Diego Environmental Services Dpt. will be provided a quote in advance if any additional transportation charges are required.
- 11) Dioxin-forming solids must be packaged separately from dioxin-forming liquids. The gross weight of the material must be included with the paperwork.
- 12) Fertilizers must be packaged separate from all other materials, including pesticides.
- 13) Mercury compounds shall not be packaged in the same containers with elemental (metallic) mercury and/or mercury devices.
- 14) Road Flares and fireworks require special attention. Consult your *Clean Harbors Clean Pack® Chemist Field Manual* for detailed Standard Operation Procedures.
- 15) Pharmaceuticals:
- a) Verify that all pharmaceuticals collected are not classified as Controlled Substances by the Drug Enforcement Agency ("DEA"). If a Controlled Substance is discovered, notify the PM immediately.
 - b) Utilizing *Clean Harbors' Pharmaceutical Evaluation Guidelines*, chemists will verify that all RCRA waste codes applying to the collected pharmaceuticals are

listed on the waste profile. If another waste code(s) needs to be added to the profile, notify the PM or his/her designee.

- c) Clean Harbors' personnel will follow all federal, state, & local regulations regarding the collection and storage of pharmaceutical waste at household hazardous waste collection sites; including making the pharmaceuticals non-recoverable.

16) Drum Closure:

- a) Once the drum is full, top it off with vermiculite and fold in the drum liner (if applicable).
 - (1) Fix a gasket to a lid and place the lid on the drum.
 - (2) Affix the ring and tighten.
- b) Place a copy of the lab pack inventory in a packaging envelope and prepare a waste label. Affix both onto the drum.
- c) Make sure the Hazard class and Household Hazardous Waste stickers are also on the drum; as well as two "Up" arrow labels.
- d) Using a drum crayon or paint pen, write the drum hazard abbreviation on the lid, followed by the drum number within that Hazard Class. Use the following abbreviations.

<u>HAZARD CLASS</u>	<u>ABBREVIATION</u>
Flammable Liquid	FL
Flammable Solid	FS
Oxidizer	OX
Organic Peroxide	OP
Acid	CLA
Base	CLB
Poison	PL
Flammable Poison	FLP

For example, if there were two poison drums ready for shipment, one would be PL-1 and the other would be PL-2.

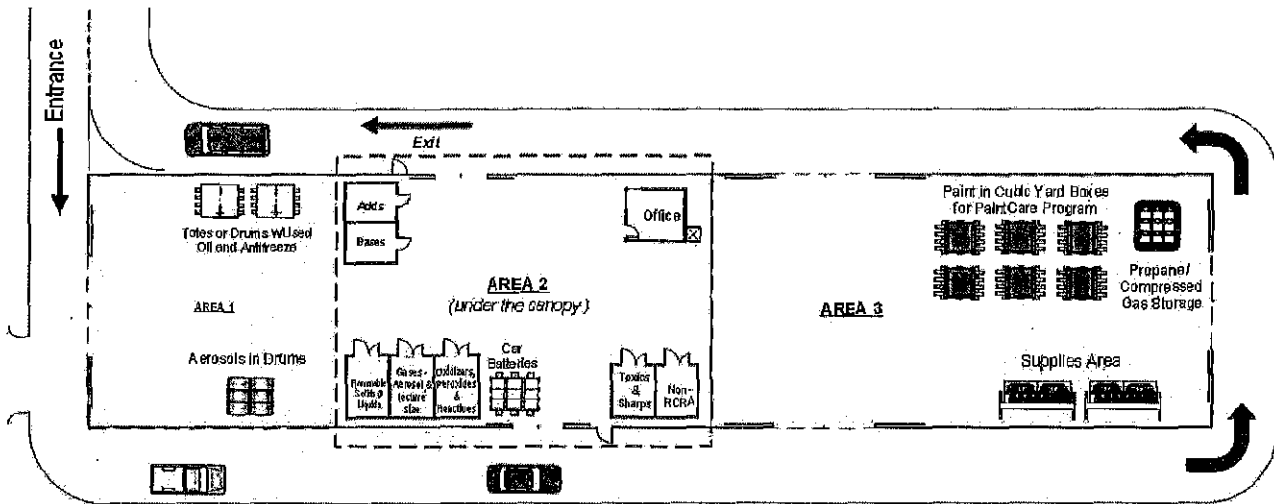
- e) Locate the PHHWCF Drum Log and assign a number based upon the next available number for each waste type. Write that number on top of the drum.
- f) Weigh each drum of waste. Record the weight on both the drum and the Drum Log.

Enter the drum number and corresponding profile number into Clean Harbors' Inventory Management System.

B.2.3.1 PHHWCF Services

The PHHWCF consists of a paved, 50-foot by 220-foot fenced area within the Miramar Landfill. A 50-foot by 70-foot section of the space is protected from rain and direct sunlight by a metal structure. This structure helps to divide the facility into three sections. For purposes of this proposal response only, these sections will be referred to as West, Central and East.

B.2.3.1.1 PHHWCF Site Setup Diagram



Area 1 = West section

Area 2 = Central section

Area 3 = East section

Area 1 is for primarily used for consolidating Used Oil and Antifreeze into 275-gallon totes and packaging aerosols. There are storage locker modules in Area 2 for chemical waste storage. Area 3 is for paint, propane/compressed gas cylinders storage and supplies storage. The area has sumps designed to act as secondary containment in the event of a release.

The PHHWCF has an underground landfill gas collection system and monitoring wells. As a result, there potentially could be explosive landfill gas present in enclosed areas (e.g. vault boxes, storm drains, trenches, etc.). Therefore, Clean Harbors' on-site personnel will ensure that no ignition sources, including cigarettes, are near these areas. Due to the substantial health and safety risk to employees as well as PHHWCF participants, violations of this policy will result in disciplinary action.

Clean Harbors will comply with all the PHHWCF's storage requirements and limitations set by the San Diego Fire Department. Timely waste pickups will be scheduled by the Project Manager to ensure the following storage limitations are not exceeded:

- Oil | Antifreeze – limited to a combined total of 440 gallons.
- Home-Generated Sharps - limited to a maximum of thirty (30) days storage onsite after the tub has reached capacity.
- All Other HHW Types – limited to storage times specifically listed by waste stream on RFP Attachment 3—PHHWCF Site Map, and/or no more than 365 days from the drum collection start date.

The operational PHHWCF provided by the City will include the following at no additional cost to Clean Harbors:

- Internal paved roads
- Operations office within the roofed operations area

- Chemical storage lockers
- Covered operational area
- Security fencing
- Building and fence maintenance such as locks and painting
- Utilities including electricity, water and lighting
- Bins for the collection and recycling of cardboard received at the PHHWCF
- One (1) 20 cubic-yard roll-off bin for collection of refuse received at the PHHWCF
- Transportation and disposal of collected refuse

When the cardboard bins are full, the City will request the Allan Company recycling center (located next door to the PHHWCF) to deliver the full bins to the Miramar Recycling Center.

It is understood by Clean Harbors that ongoing issues may result in the City being unable to continue providing septic / portable restroom service in the future. We have included pricing in our mobilization rates to include restroom services in the future.

In accordance with the contract and Permit-by-Rule (PBR) requirements, Clean Harbors' staff will not accept electronic waste from participants. In the event a participant arrives at the PHHWCF with electronic waste, our personnel will politely refer him/her next door to the Miramar Recycling Center.

B.2.3.1.2 PHHWCF Equipment List (City Provided)

1. Office with desks and telephone
2. Covered drive-through for waste receiving and unloading
3. Waste sorting and packaging area(s)
4. 90-day storage area with room for segregation
5. Maintenance room w/hot water heater
6. Bathrooms w/showers & lockers
7. Mixed recyclables sorting bin
8. Security system
9. Fire response system
10. Eye wash/safety showers
11. Facility and Directional signs
12. Cardboard recycling receptacles

B.2.3.1.3 PHHWCF Equipment List (Clean Harbors Provided)

1. Portable computer with internet access for on-site data management
2. Office supplies
3. Oil consolidation and storage 275-gal tote(s) and/or 55-gal drum(s)
4. Antifreeze consolidation and storage 275-gal tote(s) and/or 55-gal drum(s)
5. Waste storage bins
6. Paint processing bins
7. Various drums, cubic yard boxes, vermiculite, etc. for packing waste
8. First aid supplies
9. Fire extinguishers
10. PPE

11. Decontamination supplies & equipment
12. Spill cleanup supplies
13. Miscellaneous tools & equipment
14. Traffic cones, Stop signs, barricades
15. Forklift w/drum grabber
16. Pallet jack
17. Bonding & grounding cables
18. Brooms & dust pans
19. Plastic Sheeting
20. Tables, carts, tents etc
21. Portable restrooms (if the City discontinues this provision)

B.2.3.1.4 PHHWCF Closing Process

It is the policy of Clean Harbors to close all hazardous waste containers at the end of each operational day. All supplies, equipment, and materials shall be closed and in a secure and appropriate storage bin prior to closing the facility.

The Program Manager or his/her designee will perform a visual inspection of the site prior to departing.

1. Ensure all oil and antifreeze are bulked, and containers are closed.
2. Empty all trash bins.
3. Dump / crush all cardboard.
4. Inventory / close all lab packs.
5. Lock up propane storage cage(s).
6. Follow-up usage / incident paperwork.
7. Document the number of participants.
8. Ensure the coffee pot(s) in the break room is/are unplugged.
9. Complete the facility inspection and lock all doors.

B.2.3.1.5 Waste Storage

Hazardous waste may be stored at the PHHWCF for no greater than 90 days. It is the responsibility of the PM to ensure that the 90-day accumulation deadline is not exceeded.

- 1) Signage must be placed within the storage area(s) of the PHHWCF to indicate where specific waste types are stored.
- 2) Ignitable waste must be stored only in the designated area for such to comply with the City of San Diego Environmental Services Department and local fire regulations.
- 3) Containers placed into the PHHWCF's storage areas shall:
 - a) Not impede access or exit from the PHHWCF.
 - b) Have a unique number assigned to each that is entered in the PHHWCF's logbook.
 - c) Have a lab pack inventory sheet attached (unless bulk drums)
 - d) Be protected from freezing.

- e) Be placed in rows with at least 24" of aisle space to facilitate inspection.
 - f) (Aisle space shall be maintained in order to ensure unobstructed movement of personnel and emergency equipment).
 - g) Have proper grounding for bulked flammable wastes
 - h) If 55-gallon drums, not be stacked more than two high
 - i) Have secure closings (follow drum closure guidelines provided by the manufacturer).
 - j) Have all required markings and/or labels attached.
 - k) Be faced in such a way so that the markings and/or labels are visible for inspection.
 - l) Be stored in such a way so that hazardous waste is not in direct sunlight.
- 4) The PM is responsible for ensuring that the secondary containment within the storage area is large enough to contain 110% of the contents of the largest container.
- 5) To prevent reactions from incompatible chemicals, segregate hazardous waste containers in the PHHWCF's storage area.
- a) Incompatible hazardous wastes must be stored and separated by a distance of no less than ten feet. If this is not possible, then a dike, berm, wall, curb, or some other device must also be in place to segregate potential spills from incompatible hazardous waste.
 - b) The following table will assist with segregating hazardous waste containers in storage.

WASTE TYPE	COMPATIBLE WASTES
Flammables / Pesticides:	All flammable and combustible liquids and solids, and any non-hazardous material that is chemically compatible with flammables. Poisons, pesticides (that are not oxidizers) and any non-hazardous materials chemically compatible with pesticides may be stored in same area.
Bases:	All corrosive liquids and solids that are alkaline, as well as any non-hazardous material that is chemically compatible with bases.
Acids:	All corrosive liquids and solids that are acidic, as well as any non-hazardous material that is chemically compatible with acids.
Oxidizers:	All oxidizers, including organic peroxides.
Cyanides:	Store all cyanides away from acid wastes.
Dangerous When Wet:	Store Dangerous When Wet wastes away from latex paint or any water source.

B.2.3.1.6 HHW Shipment

All HHW transported to the PHHWCF from THHWCF (including Bulb and Battery Collection Events), Recyclable HHW Collection Events, Door-to-Door Services and Miramar Landfill Load Check Program may be consolidated with other household hazardous waste collected during the PHHWCF's hours of operation. Waste Consolidation is provided to maximize waste packaging and shipping efficiencies.

Clean Harbors will ship full containers / drums of waste at the PHHWCF weekly. In the event a waste pickup or delivery of supplies must be scheduled during the week (i.e., Monday through Friday), Clean Harbors will notify the City at least two business days prior to the shipment or delivery date. No shipments or deliveries will be scheduled for Sundays.

The City disposes of increased quantities of HHW from the PHHWCF twice a year. This normally occurs on the last day of operation in the months of June and December. In order to avoid transportation delays, at these times of the year Clean Harbors will provide a truck (or tractor with van trailer) with enough capacity to transport all the HHW staged for disposal.

No less than five business days prior to the last day of operation in the months of June and December, Clean Harbors will provide the City with an inventory of waste stored onsite at the PHHWCF. The inventory will list each waste container separately and whether the container / drum is fully or partially full.

B.2.3.1.7 Inspections

Clean Harbors will inspect and maintain the PHHWCF in accordance / compliance with contract and PBR requirements. This includes, but is not limited to, the following activities.

- 1) Weekly interior and exterior inspection of the chemical storage modules / buildings, including their secondary containment areas, for spilled and leaked wastes. If spilled waste is discovered, Clean Harbors' personnel will clean it up in a timely manner.
- 2) Weekly inspection of emergency spill response equipment and fire extinguishers to ensure they are in proper working order. Clean Harbors will also complete the OSHA tag for each fire extinguisher every month.
- 3) Prior to the start of each operation day, an inspection will be performed of all forklifts, trucks and other PHHWCF equipment; as well as the emergency shower and eye wash station.
- 4) Our employees will operate equipment in a safe manner to prevent injury to staff; as well as prevent damage to the PHHWCF buildings, grounds, driveways, and fence.
- 5) Aisle ways will be maintained and kept clear for emergency response.
- 6) At the end of each operation day, our staff will:
 - a) Clean up all trash and absorbent materials;
 - b) Ensure that household hazardous waste, equipment, and materials are properly stored in their designated locations, and secure against inclement weather (e.g. rain, wind, etc.); and
 - c) Lock all gates and buildings prior to leaving the facility.

B.2.3.1.8 Site Maintenance

No less than twice per year (semi-annually), Clean Harbors will clean the interior and exterior of all the PHHWCF's chemical storage lockers. This service is included in our contract at no additional cost to the City.

B.2.3.1.9 Best Management Practices Applicable to SWPPP

Clean Harbors will adhere to the facility's Stormwater Pollution Prevention Plan (SWPPP). Below is an outline of the best management practices (BMPs) that Clean Harbors' staff may perform to support the PHHWCF's Stormwater Pollution Prevention Plan.

CLEANING ACTIVITIES:

- Clean floor mats and equipment in a mop sink or over a floor drain.
- Do outdoor cleaning in an area where water can be contained and properly disposed.
- Sweep facility and pick up litter regularly.
- Never dispose of any waste products in storm drain inlets.

SPILL CONTROL:

- Use rags or absorbent material to soak up spills and dispose of the material properly.
- Do not hose down spills. If necessary, mop the area with a minimum amount of water and dispose of the mop water properly.
- Hazardous materials spills will immediately be cleaned up and the waste will be managed as hazardous waste.
- Cover liquid materials stored outside, especially when rain is forecasted to prevent overflow and runoff.

LANDSCAPE MAINTENANCE:

- Do not sweep or blow leaves and debris into the street gutter.
Additional Suggestions to the City
 - Avoid over-irrigation and apply weed and insect sprays sparingly to reduce runoff and pollution.
 - Abstain from using pesticides when rain is forecasted.
 - Compost plant cuttings and leaves and reuse.

EMPLOYEE TRAINING:

- Train employees regularly and assign responsibility to specific employees on implementation of BMPs

DUMPSTER AREA MAINTENANCE:

- Sweep up debris around the dumpsters and loading docks. Never hose down the area.
- Close dumpster lids to keep out rainwater.
- Never place liquid waste or leaky garbage bags into the dumpster.
- Do not hose out dirty dumpsters. Arrange for supplier to swap it out instead.

VEHICLES:

- Keep company and staff vehicles maintained and repair leaks quickly.
- Use absorbent to soak up vehicle spills/leaks and dispose of waste properly.

B.2.3.2 Door-to-Door HHW Services

Clean Harbors will provide a Door-to-Door Service for elderly residents, residents with disabilities, and/or residents without the ability to transport household hazardous waste. Explosives, ammunition, biological and/or radioactive waste will not be accepted.

Residents who wish to participate will contact the City of San Diego Environmental Services Department. It will be the Department's responsibility to screen requests and determine if a resident is eligible for Door-to-Door Service.

B.2.3.2.1 Scheduling Door-to-Door Service

Door-to-Door Service will be scheduled as follows:

- 1) Upon confirming eligibility, the City of San Diego Environmental Services Department will record the Participant's contact information (i.e., name, address and phone number) and waste inventory.
- 2) The Department will send the contact information and inventory to the PM via e-mail.
 - a) Included in this e-mail will be a Control Number, which authorizes Clean Harbors to perform the Door-to-Door Service.
 - b) **No** Door-to-Door Service can be performed by Clean Harbors prior to receiving the Control Number!
- 3) The PM or his/her designee will reply to the e-mail to confirm that he/she will contact the Participant(s) and schedule a pick-date.
- 4) Once at Clean Harbors has a **least 3 Door-to-Door Participants** authorized for service by the City, we will contact the participants and schedule pickup dates and times, the Services will typically be scheduled on Saturdays.
- 5) After scheduling a date with the Participant(s), the PM or his/her designee will notify the City of San Diego Environmental Services Dpt. via e-mail of the chosen date.

B.2.3.2.2 State of Emergency

In the event of a state of emergency in San Diego, Clean Harbors will provide Door-to-Door Services to affected residents at the City of San Diego Environmental Services Department's request. Emergencies may include (but are not limited to) fire, flood and earthquake.

Emergency Door-to-Door pickups are typically done in a neighborhood sweep collection fashion, Clean Harbors and the City will work out mutually agreeable collection schedules for any emergency services.

B.2.3.2.3 Performing Door-to-Door Service

When providing Door-to-Door Services, Clean Harbors will:

- 1) Use a Box Truck, one (1) Chemist, one (1) Technician, and standard packaging supplies and absorbent.
- 2) Contact the City of San Diego Environmental Services Department for guidance when any unusual conditions are encountered. Unusual conditions may include but are not limited to differences in HHW types or volumes from those listed on the City's Door-to-Door Inventory Form; business waste and unacceptable waste.

HHW collected as part of Door-to-Door Service will be transported to the PHHWCF and consolidated with other HHW collected during the PHHWCF's hours-of-operation.

After the pick-up occurs, Clean Harbors will provide the following documentation to the City of San Diego Environmental Services Department:

- 1) Inventory of the HHW collected from each Door-to-Door pickup.
- 2) Door-to-Door service receipt(s) signed by the resident(s).
- 3) The City's Door-to-Door Collection Log.
- 4) Copies of the Bill(s) of Lading.
- 5) Any other Door-to-Door paperwork required by the City of San Diego Environmental Services Department.

B.2.3.3 Sharps Mail Back Services

The Sharps Mail-Back Service is designed to provide City of San Diego residents the ability to easily dispose of their used needles when no other alternatives are available. Residents who wish to participate will contact the City of San Diego Environmental Services Department. It will be the Department's responsibility to screen requests and determine if a resident is eligible for Sharps Mail-Back Service.

Clean Harbors offers sharps mail-back kits in 1.5-quart, 1-gallon and 2-gallon sizes. Listed below are specifications and pictures of each container and corresponding return shipping box. (*Dimensions shown are depth x width x height.*)

1.5-QUART SHARPS MAIL-BACK KIT

- Box dimensions: 3.5" x 3.5" x 10.5"
- Maximum allowable return weight: 3 lbs.
- Screw-on cap

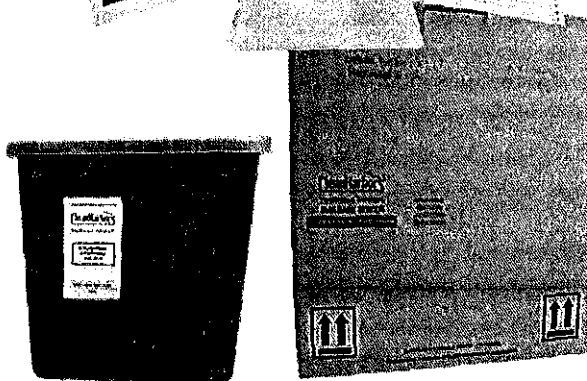


1-GALLON SHARPS MAIL-BACK KIT

- Box dimensions: 7.0" x 10.5" x 6.25"
- Maximum allowable return weight: 5 lbs.
- Slide lid

2-GALLON SHARPS MAIL-BACK KIT

- Box dimensions: 7.25" x 10.5" x 10.0"
- Maximum allowable return weight: 10 lbs.
- Rotary lid



Clean Harbors' Sharps Mail-Back kits are legal and compliant with all United States Postal Service (USPS), federal and state regulations; and each contain:

- Instructions for use
- Container and absorbent pad
- Protective plastic bag and zip tie
- Return shipping box
- Shipping manifest form
- Pre-paid shipping label
- Pre-paid final disposal via incineration at Clean Harbors

B.2.3.3.1 Sharps Mail-Back Kit Fulfillment Process

- 1) Upon confirming eligibility, the City of San Diego Environmental Services Department will record the Participant's information (i.e., name, shipping address, phone number and kit size desired).
- 2) The City will send the Participant's information to the PM via e-mail.
 - a) Included in this e-mail will be a Control Number which authorizes Clean Harbors to perform the Sharps Mail-Back Service. **No** Sharps Mail-Back Service can be performed by Clean Harbors prior to receiving the Control Number!

- b) The PM or his/her designee will reply to the e-mail to confirm that he/she will arrange to have a sharps container mail-back kit shipped to the Participant(s). **All sharps mail-back kits must be shipped to the Participant(s) within five (5) business days of City of San Diego Environmental Services Department's notification.**
- 3) The PM or his/her designee will email the Participant's information to Clean Harbors' Mail-Back Team using the "Sharps" distribution in Outlook (Sharps&MedicalMailbackKitRequests@cleanharbors.com). The Mail-Back Team can also be reached by phone at (855) 633-9783 and pressing "1".
- 4) The Mail-Back Team will arrange for the applicable size Sharps Mail-Back Kit to be shipped via FedEx Ground to the Participant's address. The shipping information will be emailed to the PM.
- 5) Within five (5) business days after it was shipped, the PM will e-mail the City of San Diego Environmental Services Department the date when the sharps mail-back kit was shipped to the Participant.

B.2.3.3.2 Mail-Back Container Disposal and Tracking

As noted in Section 14.3.1, each Sharps Container Mail-Back Kit will contain waste collection and shipment preparation instructions. (An example of these instructions is provided in Appendix V – Sample CH Forms.)

When their sharps container is full, the Participant will:

- 1) Seal the lid and package the container per the kit's instructions.
- 2) Prepare the Mail-Back Waste Tracking Document-Manifest by:
 - a) Verifying their pre-printed information is correct.
 - b) Print their name and the date and sign the manifest.
 - c) Remove the blue copy to keep for their records and insert the remaining completed manifest into the designated pouch.
- 3) Provide the completed package with pre-paid postage label to their USPS carrier for Priority Mail shipping to Clean Harbors.
- 4) Using the Priority Mail tracking number included with their Kit, Participants can track its shipment to Clean Harbors.

The USPS will transport mail-back kits to Clean Harbors for proper disposal.

- 1) Each Mail-Back Waste Tracking Document-Manifest has a unique bar code on the upper right-hand side (see Appendix V for an example).
- 2) Upon receipt, Clean Harbors Facility staff will scan the bar code on a kit's manifest. This will enable Clean Harbors to track the kit as it progresses through the disposal process.
- 3) Mail-back kits will be placed in a refrigerated area (with other regulated medical waste containers) at the La Porte Facility for temporary storage.
 - a) The La Porte Facility provides ten-day transfer only. The manifest will not terminate because the kit will still be considered in-transit.

- b) At no time will mail-back kits ever be stored for more than 30 days from the Participant's signature date at the La Porte Facility.
- 4) The La Porte Facility will transport mail-back kits in batches to Clean Harbors' Deer Park incineration facility. Both facilities are located within a few miles of each other on the same highway. The kit's manifest will be scanned prior to leaving the La Porte Facility, and again upon arrival at Deer Park
- 5) Deer Park incinerates all medical waste and mail-back kits the same day it arrives.
 - a) Immediately after the kit is destroyed, Plant staff will scan the manifest's bar code for the last time and complete/sign the "Destination Facility Certification" lines.
 - b) After an electronic copy is made, Deer Park staff will mail the document with all original signatures back to the Participant.

The original signed Mail-Back Waste Tracking Document will serve as the Participant's proof of destruction. If additional tracking information is requested, the PM will download electronic tracking records by logging on to Clean Harbors Online Services.

B.2.3.4 Sharps Kiosk Collection Services

Clean Harbors staff will pick up and collect the waste from the sharps kiosks and bring the collected waste back to the PHHWCF. We will complete inspections of the Kiosks during each service. We will use Trilogy Medwaste (Trilogy) to provide the medical waste disposal services. We will use 96 gallon reusable bio waste bins in the kiosks and pre-printed labels will be provided for all the bins. At the time of waste pick up a clean bin will be swapped out for the full bin removed from the kiosk the waste will then be transported to the PHHWCF prior to later being transported to Trilogy medical waste transfer station in Escondido CA. The final waste destination facility will be prior to it being delivered to the Trilogy Medwaste West in Vernon CA where the waste will be autoclaved. We will provide all necessary shipping documents including waste tracking information that includes the weight in pounds collected from the kiosks.

B.2.3.5 THHWCF – Full Service Event Services

The City may hold one or more THHWCF -Full Service events annually with the events held on Saturdays between the months of September through May. Typical operation hours are from 9:00 AM to 1:00 PM for these events. Clean Harbors will typically have site access from 6:00 AM to 4:00 PM the day of the event.

Clean Harbors will operate THHWCF Events per the procedures outlined in Appendix III – Household Hazardous Waste Collections Standards.

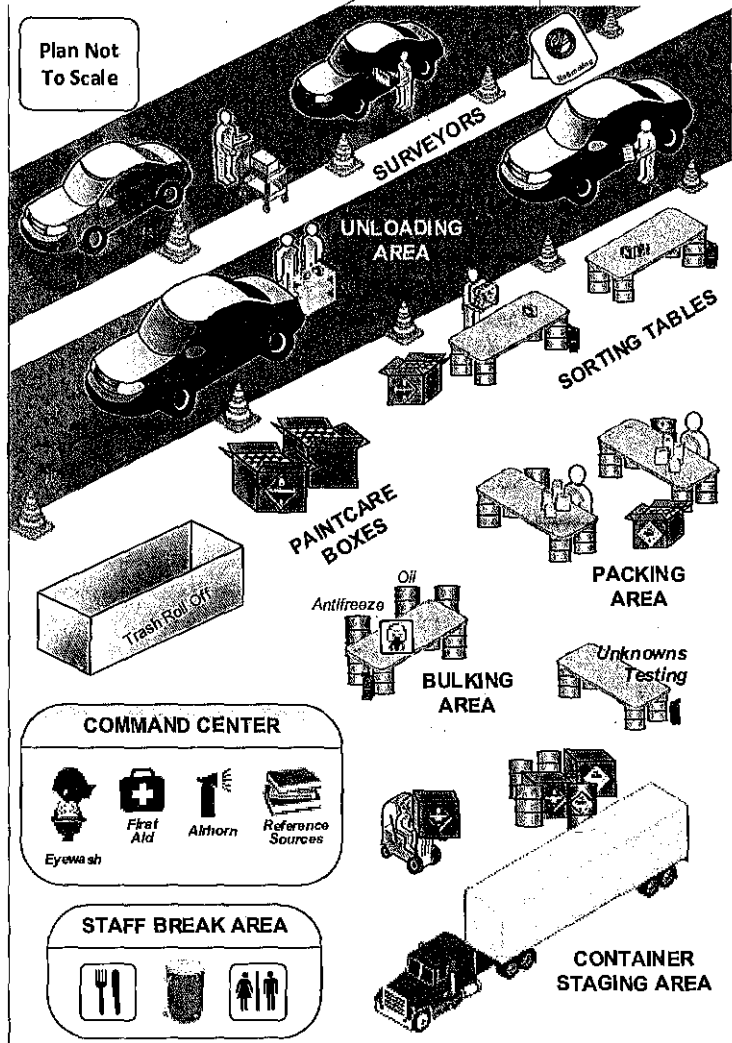
B.2.3.5.1 THHWCF Full Service Event Site Set-Up

Prior to an event, Clean Harbors will conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

Our staff will arrive at 6:30 a.m. to set up the required materials and equipment and can be ready to accept cars as early as one-half hour prior to opening. Our staff will have all the materials

packed, the location clean, and paperwork completed within hours after the last vehicle is unloaded.

THHWCF Site Setup Diagram



A generic site set-up for a THHWCF event is provided on the below.

B.2.3.5.2 Waste Acceptance

Our unloading staff will screen the participants waste prior to offloading it from their vehicles to ensure received wastes are acceptable waste types. These events will accept a wide variety of HHW including common:

- ✓ Aerosols,
- ✓ Asbestos (limited amounts only from City pre-approved residents)
- ✓ Automotive Fluid Waste
- ✓ Batteries
- ✓ Propane and Known Gas Cylinders
- ✓ Flammable Waste
- ✓ Corrosive Waste
- ✓ Toxic Waste
- ✓ Oxidizers & Peroxides (excluding explosives)
- ✓ Reactive Waste
- ✓ Non RCRA Waste
- ✓ Paint & Paint Related Materials
- ✓ Sharps
- ✓ Light bulbs and lamp ballasts

The following wastes will not be accepted:

- ⊙ ammunition,
- ⊙ appliances,
- ⊙ explosives,
- ⊙ electronic waste,
- ⊙ marine flares,
- ⊙ infectious or medical wastes,
- ⊙ controlled substances,
- ⊙ PCBs (except ballasts),
- ⊙ Unidentified compressed gas cylinders
- ⊙ solar panels,
- ⊙ radioactive waste,
- ⊙ businesses waste, including VSQGs

Should participants bring unacceptable waste to the events, Clean Harbors' staff will provide the participants with information on proper disposal, unless both Clean Harbors and the City agree to accept the waste due to safety concerns.

- 1) provided with the phone number for Clean Harbors' San Diego Service Center.
- 2) They can then make alternative disposal arrangements separate from this contract.

B.2.3.5.3 Participant Survey

Before waste is unloaded from a participant's vehicle, a Clean Harbors' employee will ask the participant to complete a survey. Survey forms will be provided by the City. At the end of each event, all completed survey forms will be submitted to a City representative.

B.2.3.5.4 HHW Shipment

Full drums / boxes of Universal Waste and other HHW collected at THHWCF will be manifested and transported off-site to Clean Harbors' TSDF(s).

- 1) Partially full containers will be transported to the PHHWCF so that additional waste may be added.
- 2) At the City's discretion, Clean Harbors will transport the Universal Waste and other HHW to the PHHWCF in lieu of it being transported directly to our TSDF.
- 3) Clean Harbors' personnel will pour-off/bulk used motor oil and antifreeze received at the THHWCF Events into 275-gallon poly totes and/or 55-gallon drums.
 - a) The PM will schedule Safety-Kleen (a Clean Harbors company) to arrive on the day of each Event with a dual-chambered straight vacuum truck. The arrival time will occur soon after it has closed to the public (i.e., stopped accepting HHW from Participants).
 - b) The Safety-Kleen driver will pump the oil and antifreeze out of the totes and/or drums and transport waste to Safety-Kleen recycling facilities.

B.2.3.6 THHWCF – Recyclable Event Services

Recyclable HHW Collection Events will focus on specific, recyclable HHW. The City typically holds 8 of these events annually, with the events held on Saturdays between the months of September through May.

Typical operation hours are from 9:00 AM to 1:00 PM for these events. Clean Harbors will typically have site access from 6:00 AM to 4:00 PM the day of the event.

Clean Harbors will perform all traffic control, waste collection, identification, segregation, testing, packaging, storage, removal, and transportation needed to conduct the Recyclable HHW Collection Event. All Recyclable HHW Collection Events will be operated in accordance with the permits and property use agreements issued to the City.

B.2.3.6.1 Operational Approach

Clean Harbors will operate Recyclable HHW Collection Events per the procedures outlined in Appendix III – Household Hazardous Waste Collections Standards.

B.2.3.6.2 Site Set-Up

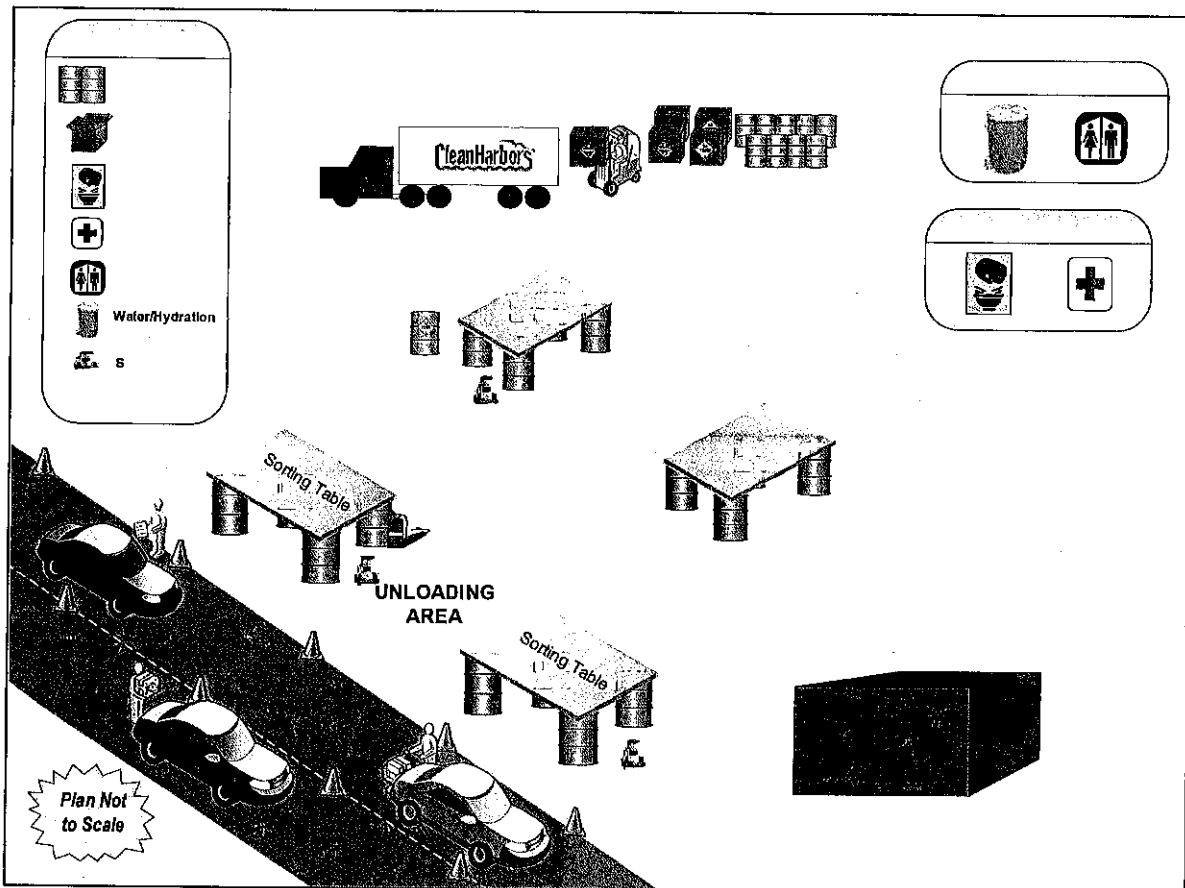
Clean Harbors will assist the City in obtaining the necessary permits for Recyclable HHW Collection Events.

- 1) Prior to each event, the PM will conduct site visits with City staff and verify suitability of existing site setup maps and recommend changes to improve operations.

- 2) If required by the City, the PM will also provide revised site setup maps, to include a detailed layout of the revised waste collection areas and traffic patterns.

THHWCF Recyclable Event Site Setup Diagram

Recyclable HHW Collection Events will be conducted following procedures similar to the THHWCF Full Service Events. A generic site layout similar to the below setup will be utilized.



B.2.3.6.3 HHW Acceptance and Shipment

Clean Harbors will accept such as used motor oil, contaminated oil, oil mixtures, oil filters, antifreeze, vehicle batteries, household batteries, various bulbs and lighting waste at these events. The permits for these events also allow acceptance of other HHW waste inadvertently brought to the events by residents, such as flammable liquids, battery acid and aerosol cans.

In accordance with contract and PBR requirements, Clean Harbors' staff will not accept waste from VSQGs during Recyclable HHW Collection Events.

- VSQGs will be provided with the phone number for Clean Harbors' San Diego Service Center.
- They can then make alternative disposal arrangements separate from this contract.

Clean Harbors will ensure that all HHW collected at these events is appropriately packaged and transported to the manifested TSDF, or if required by the City, to the PHHWCF at the conclusion of each event.

B.2.3.7 THHWCE -Bulb and Battery Event Services

Bulb and Battery Collection Events will focus on specific, recyclable HHW such as fluorescent bulbs, mercury lamps and consumer batteries. These events may be held on a Saturday usually between the months of September through May.

The operation time will be set closer to each event, but could start as early as 8:00 a.m. and run through 3:00 p.m. Clean Harbors' Recyclable HHW Collection Event staff must demobilize from the site by 5:00 p.m.

Clean Harbors will perform all traffic control, waste collection, identification, segregation, testing, packaging, storage, removal, and transportation needed to conduct the Bulb and Battery Collection Events. All Bulb and Battery Collection Events will be operated in accordance with the permits and property use agreements issued to the City.

B.2.3.7.1 Operational Approach

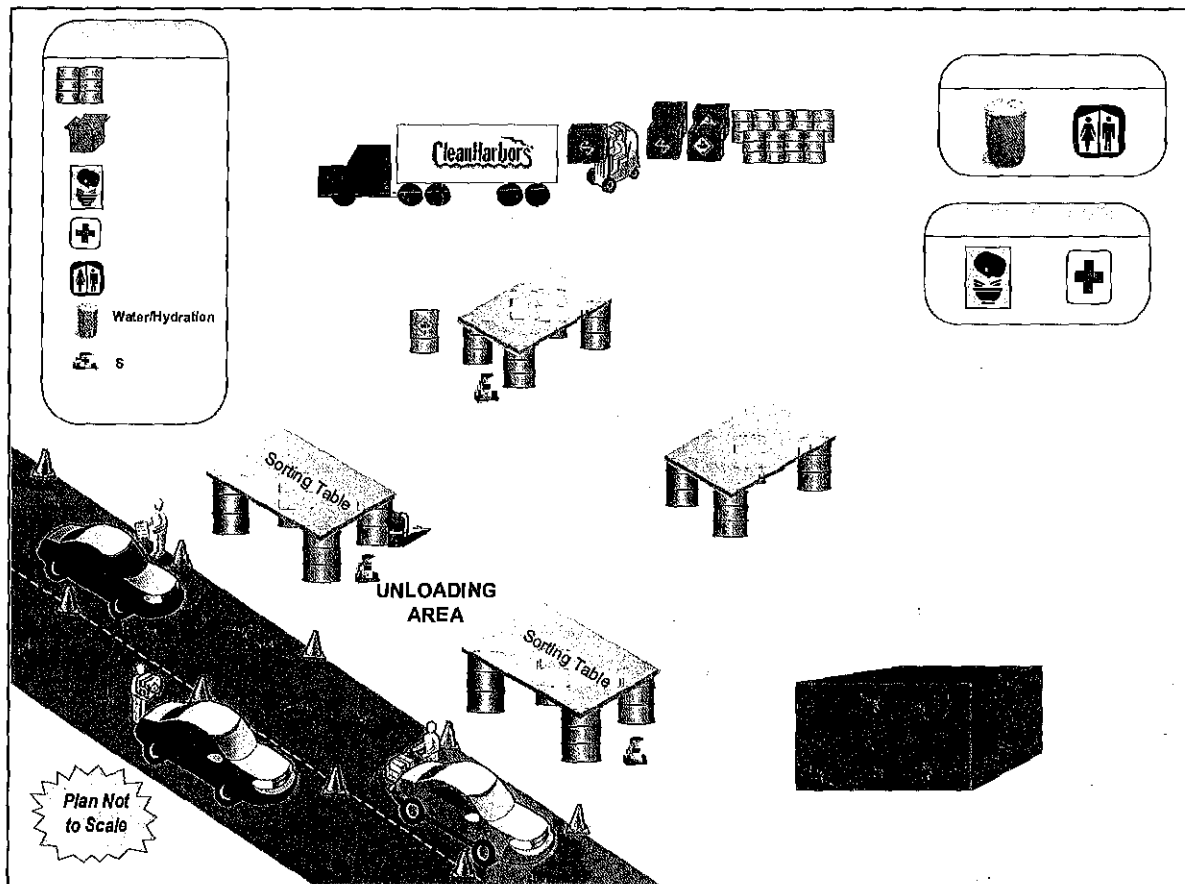
Clean Harbors will operate Bulb and Battery Collection Events per the procedures outlined in Appendix III – Household Hazardous Waste Collections Standards.

B.2.3.7.2 Site Set-Up

Clean Harbors will assist the City in obtaining the necessary permits for Bulb and Battery Collection Events.

1. Prior to each event, the PM will conduct site visits with City staff and verify suitability of existing site setup maps and recommend changes to improve operations.
2. If required by the City, the PM will also provide revised site setup maps, to include a detailed layout of the revised waste collection areas and traffic patterns.

Bulb and Battery Collection Events will be conducted following procedures similar to the THHWCF Recyclable Events. A generic site layout similar to the below setup will be utilized.

THHWCE Bulb & Battery Event Site Setup Diagram**B.2.3.7.3 HHW Acceptance and Shipment**

Clean Harbors will accept lead acid batteries, various household batteries, and fluorescent lamps from City residents at these events.

Household batteries may include, but are not limited to:

- Lithium
- Nickel-cadmium
- Mercury
- Nickel-metal hydride
- Alkaline batteries
- Lead acid

In accordance with contract and PBR requirements, Clean Harbors' staff will not accept waste from VSQGs during Recyclable HHW Collection Events.

- VSQGs will be provided with the phone number for Clean Harbors' San Diego Service Center.

- They can then make alternative disposal arrangements separate from this contract.

Clean Harbors will ensure that all HHW collected at these events is appropriately packaged and transported to the manifested TSDf, or if required by the City, to the PHHWCF at the conclusion of each event.

B.2.3.8 Miramar Landfill Load Check Services

B.2.3.8.1 Requirements for City Staff Packing Hazardous Waste

City staff will be responsible for packaging the hazardous waste generated by the Load Check Program. Clean Harbors packing requirements and protocol for waste packaged by our customers is provided in Appendix IV – HHW CustomPack® Guidelines.

B.2.3.8.2 Collection

Approximately once a month or as needed, Clean Harbors will provide a truck to pick up the pre-packaged Load Check hazardous waste and transport it to licensed TSDf's.

Clean Harbors already has profiles in place for most waste streams generally encountered in the Load Check Program. For waste streams that cannot be shipped as profiled waste, we require all lab-pack inventories at least three to five business days prior to the anticipated pickup date.

- 1) The City's Technical Representative will email Load Check lab pack inventories to Clean Harbors' Technical Services Group and the PM.
- 2) A chemist in our Technical Services Group in Norwell, Massachusetts, will review the lab-pack inventories to:
 - a) Confirm that the containers are packed in accordance with the acceptance criteria requirements of Clean Harbors' TSDf's and DOT regulations.
 - b) Ensure that non-compatibles are not inadvertently packed together.
 - c) Ensure that unacceptable wastes are not inadvertently included.
- 3) Upon completing the review:
 - a) If no corrections are necessary, the reviewing chemist will notify the PM that the waste is acceptable for pick-up.
 - b) If corrections are necessary, the PM will notify the City's Technical Representative so that City Load Check staff can make the necessary corrections prior to waste pickup.

City Load Check personnel also have the option of utilizing the Inventory Management tool that is included with Clean Harbors Online Services (CHOS).

- 1) The Waste Inventory application provides customers with the ability to electronically create and track profiled waste, lab packs, and roll off containers.
- 2) As each drum / box is filled and placed into storage, City staff enter the waste information into the online application.
- 3) Inventory lists and bar-coded drum labels can be printed directly from the application and attached to the containers if desired.

- 4) When ready for shipment, the data is submitted electronically through the website directly to Clean Harbors' Technical Services Group for review.
- 5) CHOS is free and can be accessed 24-hours a day, seven days a week

Clean Harbors Online Services

Waste Inventory | Profiles | References | Compliance | Reports

Generator Code: ECOMT1 Container Type: Labpack & Drums In Process Sales Order: All Sales Orders

Container #: Customer Container #: Log Off | Help

Show/Hide Grid Columns: Waste Class Profile Status Profile Expiration Date Days In Location Profile Description Area Cost Center Creation Date Modified By

Total Containers : 50

Sales Order	Job Date	Container #	Customer Container #	Profile	Shipping Name	Drum Size	Shipping Volume	Shipping UOM	Waste Codes	Manifest Status
C12252499-001	09/05/2009	C000347460	team-3a	CH325287	UN3286, WASTE FLAMMABLE LIQUID, TOXIC, CORROSIVE, N.O.S., (GASOLINE, METHANOL), 3, (6.1), (8), PG II	80DM	30.0000	Gallons (liquids only)	D002, D004, D005, D006, D007, D008	Not Printed
C12252499-002	09/05/2009	C000348174	team 2	CH350227	UN1950, WASTE AEROSOLS, 2.1 300F	85DM	85.0000	Pounds	D001, D035	Printed
C12252499-002	09/05/2009	C000348181	TEAM 2	LCCRD	RO, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (METHANOL, ACETONE), 3, PG II (D001)	85DF	200.0000	Pounds	F003, D001	Printed
C12252499-003	09/05/2009	C000348172	team 3	CH325287	UN3286, WASTE FLAMMABLE LIQUID, TOXIC, CORROSIVE, N.O.S., (GASOLINE, METHANOL), 3, (6.1), (8), PG II	85DM	55.0000	Gallons (liquids only)	M001, D002, D004, D005, D006, D007, D008	Printed

B.2.3.8.3 Transportation Off-Site

Within three business days from the City's initial request, Clean Harbors will provide a date and time for the pickup; and within ten business days from the initial request, we will conduct the pickup. In the event we need to change the scheduled pickup time, Clean Harbors will provide notice to the City at least 48 hours in advance. In addition, Clean Harbors is able pick up wastes that the City does not have a permit to store on site or deems a potential safety hazard within 48 hours of the City's request.

Once a pickup date is scheduled, it becomes the actual pick up day unless there are unforeseen circumstances that would not allow our transport vehicles to make the pickup (i.e., weather, natural disasters, etc.). If a conflict in dates should arise, a new pickup date will be arranged and mutually agreed upon.

For ease in project management, Clean Harbors and the City staff will establish a schedule of monthly pickup dates for the Miramar Landfill Load Check program. City and Clean Harbors staff will mutually agree upon the pickup date and time.

B.2.3.8.4 Technical Assistance

Clean Harbors will provide comprehensive, "hands-on" training for the City staff operating the Miramar Landfill Load Check program. We will discuss which items and materials to look for, how to classify, sort, and properly package the materials to ensure cost effectiveness, operational efficiency, and waste acceptance into Clean Harbors facilities.

In addition, and at no extra charge, Clean Harbors will provide technical assistance to City staff, as required, in determining DOT proper shipping names, UN numbers, hazard categories, and packing groups. Technical Assistance can be provided through Clean Harbors' resources including our field staff, Account Manager, Customer Service, Central Profile Group, and Clean Harbors Online Services.

B.2.4 Staffing Levels Per Activity

Activities that will require staffing from Clean Harbors are identified in the table below.

Activities	PHHWCF	Door-to-Door	Load Check Program	THHWCF-Recyclable Collection Event	THHWCF-Full Service Collection Event	THHWCE-Bulb and Battery Collection Event	Sharps Kiosk Collection
Site Management	Required	As Required	N/A	Required	Required	Required	As Required
Segregation	Required	Required	N/A	Required	Required	Required	As Required
Testing and Categorization of Unknown Wastes	Required	Required	N/A	Required	Required	Required	As Required
Waste Unloading	Required	Required	N/A	Required	Required	Required	Required
Waste Packaging	Required	Required	N/A	Required	Required	Required	Required
Traffic Control	Required	Required	N/A	Required	Required	Required	N/A
Appointment Screening	Required	N/A	N/A	N/A	As Required	As Required	N/A
Drop-in Screening	Required	N/A	N/A	N/A	As Required	As Required	N/A
Survey Completion	Required	N/A	N/A	Required	Required	Required	N/A
Transportation	Required	Required	Required	Required	Required	Required	Required

Project Manager, Site Manager and Chemist positions will only be filled by full-time Clean Harbors' personnel. Part-time employees with the appropriate training may be used to meet the Technician and/or Traffic-Survey staffing levels. Due to the large number of Technician staff required for heavy turnout events, Clean Harbors anticipates also subcontracting with IQ Personnel for 40-HAZWOPER trained temporary workers; and possibly for Survey/Traffic workers too.

In accordance with the Scope of Work requirements regarding subcontracted labor, we will ensure the following Technician and Traffic/Survey staff are Clean Harbors' employees:

- a) At least 50% at the PHHWCF
- b) At least 35% at THHWCF and Recyclable HHW Collection Events.

Many of the labor resources domiciled at our San Diego Service Center were hired specifically for the purpose of managing the City's HHW Program. Therefore, the City can rest assured that personnel assigned to work activities in support of this contract will be familiar with your requirements, acceptance policies, and site-specific operation plans. This includes any substitute personnel coverage we provide in the event of illness and emergencies.

Clean Harbors will provide a list of staff and a description of their assigned duties to the City a minimum of three working days prior to any PHHWCF, THHWCF or Recyclable HHW collection event operation. Only trained personnel assigned by Clean Harbors will be onsite. Per the Scope of Work requirements, Clean Harbors will not use volunteer workers.

Our proposed staffing levels are provided below and are also provided in Attachment 6 in Tab C.

4-Hour PHHWCF Operations Staffing Plan						
Item No.	Operational Tier/Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr HAZWOPER)	Survey / Traffic
1.	1 - 50	5	1	1	2	1
2.	51 - 100	6	1	1	2	2
3.	101 - 150	8	1	1	4	2
4.	151 - 200	10	1	1	6	2
5.	201 - 250	11	1	1	7	2
6.	251 - 300	12	1	2	7	2
7.	301 - 350	15	1	2	10	2
6-Hour PHHWCF Operations Staffing Plan						
Item No.	Operational Tier/Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr HAZWOPER)	Survey / Traffic
1.	1 - 50	4	1	1	1	1
2.	51 - 100	5	1	1	1	2
3.	101 - 150	7	1	1	3	2
4.	151 - 200	8	1	1	4	2
5.	201 - 250	10	1	1	6	2

6.	251 - 300	11	1	2	6	2
7.	301 - 350	13	1	2	8	2

4-Hour THHWCF Recyclable HHW Collection Event Staffing Plan						
Item No.	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50	9	1	1	4	3
2.	51 - 100	11	1	1	6	3
3.	101 - 150	12	1	1	7	3
4.	151 - 200	14	1	1	9	3
5.	201 - 250	16	1	1	11	3
6.	251 - 300	18	1	1	13	3
7.	301 - 350	20	1	1	15	3
8.	351 - 400	23	1	2	17	3
9.	401 - 450	25	1	2	19	3
10.	451 - 500	28	1	2	22	3
11.	501 - 550	30	1	2	24	3
12.	551 - 600	32	1	2	26	3
13.	601 - 650	34	1	2	28	3
14.	651 - 700	39	1	2	32	4
15.	701 - 750	43	1	3	33	6
16.	751 - 800	47	1	3	35	8
17.	801 - 850	50	1	4	37	8
18.	851 - 900	53	1	4	39	8
19.	901 - 950	56	1	4	41	8
20.	951 - 1,000	59	1	4	43	8
21.	1,001-1,050	62	1	4	45	8
22.	1,051-1,100	65	1	4	47	8
23.	1,101-1,150	68	1	4	49	8
24.	1,151-1,200	71	1	4	51	8
25.	1,201-1,250	74	1	4	53	8
26.	1,251-1,300	77	1	4	55	8
27.	1,301-1,350	80	1	4	57	8

4-Hour THHWCF - Full Service Event Staffing Plan						
Item No.	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50	9	1	1	4	3
2.	51 - 100	11	1	1	6	3
3.	101 - 150	12	1	1	7	3
4.	151 - 200	14	1	1	9	3
5.	201 - 250	16	1	1	11	3
6.	251 - 300	18	1	1	13	3
7.	301 - 350	20	1	1	15	3
8.	351 - 400	23	1	2	17	3

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9.	401 - 450	25	1	2	19	3
10.	451 - 500	28	1	2	22	3
11.	501 - 550	30	1	2	24	3
12.	551 - 600	32	1	2	26	3
13.	601 - 650	34	1	2	28	3
14.	651 - 700	39	1	2	32	4
15.	701 - 750	43	1	3	33	6
16.	751 - 800	47	1	3	35	8
17.	801 - 850	52	1	3	38	10
18.	851 - 900	54	1	3	40	10
19.	901 - 950	57	1	3	43	10
20.	951 - 1,000	59	1	3	45	10
21.	1,001-1,050	62	1	3	48	10
22.	1,051-1,100	64	1	3	50	10
23.	1,101-1,150	67	1	3	53	10
24.	1,151-1,200	70	1	3	56	10
25.	1,201-1,250	73	1	3	59	10
26.	1,251-1,300	76	1	3	62	10
27.	1,301-1,350	79	1	3	65	10

4-Hour Event Bulb & Consumer Battery Collection Staffing Plan

Item No.	Operational Tier/ Number of Participants	Total Number of Event Staff	Event Chemist	Technician/ (40-hr Hazwoper)	Survey/ Traffic
1.	1 - 50	8	1	4	3
2.	51 - 100	9	1	5	3
3.	101 - 150	10	1	6	3
4.	151 - 200	11	1	7	3
5.	201 - 250	12	1	8	3
6.	251 - 300	13	1	9	3
7.	301 - 350	13	1	10	2
8.	351 - 400	14	1	11	2
9.	401 - 450	15	1	12	2
10.	451 - 500	16	1	13	2
11.	501 - 550	17	1	14	2
12.	551 - 600	18	1	15	2
13.	601 - 650	19	1	16	2
14.	651 - 700	20	1	17	2
15.	701 - 750	21	1	18	2
16.	751 - 800	22	1	19	2
17.	801 - 850	23	1	20	2
18.	851 - 900	24	1	21	2
19.	901 - 950	25	1	22	2
20.	951 - 1,000	26	1	23	2
21.	1,001-1,050	27	1	24	2
22.	1,051-1,100	28	1	25	2
23.	1,101-1,150	29	1	26	2
24.	1,151-1,200	30	1	27	2

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25.	1,201-1,250	31	1	28	2
26.	1,251-1,300	32	1	29	2
27.	1,301-1,350	33	1	30	2

B.2.5 Waste Recycling or Disposal Process

B.2.5.1 Transporters

Clean Harbors will perform the majority of waste pick-up and transportation using our internal resources. There are some instances however, when it will become necessary for us to utilize third-party resources too as outlined in the transporter list below.

Clean Harbors Environmental Services, Inc.
 42 Longwater Drive
 Norwell, Massachusetts 02061
 MAD039322250
short-haul and long-haul transportation

Safety-Kleen Systems, Inc (a Clean Harbors company)
 PO Box 9149
 Norwell, Massachusetts 02061
 TXR000081205
oil and antifreeze transportation (via tanker)

Rust and Sons Trucking, Inc
 15353 Olde Highway 80
 El Cajon, California 92021
 CAR000187922
long-haul transportation

Action Resources, LLC
 204 20th Street North
 Birmingham, Alabama 35203
 ALR000007237
long-haul transportation

Trilogy Medwaste West
 4280 Bandini Blvd
 Vernon, California 90058-4207
 DTSC Permit: 6693
Sharps/ Medical waste transportation

Please note that in the event explosives or radioactive materials must be managed, Clean Harbors will utilize subcontractors. We do not anticipate the need for this type of service.

Since Clean Harbors periodically reviews the qualifications and compliance of our transportation subcontractors, internal approvals may change from time to time. We will provide information on approved transportation subcontractors prior to their use for the City's waste, when and if the need arises.

B.2.5.2 Disposal | Recycling Methods and Waste Management Facility Routing

The table below outlines the anticipated routing of each waste stream listed in Attachment 6 of the Request for Proposal.

BU—Bulk

LO—Loose Pack

LP—Lab Pack

PA—Palletize

EA—Each

DI—Destructive Incineration

FI—Fuels Incineration

RC—Recycle

TR—Treatment

LF—Landfill (Class 1)

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
1.	Aerosols, 2.1 (all types mixed)	DI	LO	LCCRQ	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Clean Harbors El Dorado
2.-3.	Asbestos, 9, PGIII (Friable and Non-Friable)	LF	LO	CNIA	Clean Harbors Wilmington <i>or</i> Clean Harbors Deer Park	Clean Harbors Buttonwillow <i>or</i> Clean Harbors Lone Mountain
4.	Batteries, Lead Acid	RC	PA	LBLA	Interstate Battery	Same
5.	Butane Lighters	DI	LP	LRCTQ	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
6. & 8.	Compressed Gas Cylinder: Propane (1-pound and 5-gallon/barbeque size cylinders)	DI	LO	LCY6	Clean Harbors La Porte	Clean Harbors Deer Park
7. & 9.	Compressed Gas Cylinder: Propane (1-pound and 5-gallon/barbeque size cylinders)	RC	LO	LCY1	Clean Harbors La Porte <i>or</i> Clean Harbors Clive	All Safe <i>or</i> Clean Harbors La Porte <i>or</i> Clean Harbors Clive
10.	Corrosive, Liquid, Acidic, Inorganic, n.o.s.	DI	LP	LCCRA	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
11.	Corrosive, Liquid, Acidic, Inorganic, n.o.s. 8, PGII (e.g. Muriatic Acid, Phosphoric Acid, Sulfuric Acid)	DI	LP	LCCRA	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
12.	Corrosive, Liquid, Acidic, Organic, n.o.s.	DI	LP	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
13.	Corrosive, Liquid, Acidic, Organic, n.o.s. 8, PGII (e.g. Acetic Acid, Citric Acid, Oxalic Acid)	DI	LP	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
14.	Corrosive, Liquid, Basic, Inorganic, n.o.s.	DI	LP	LCCRB	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
15.	Corrosive Liquid, Basic, Inorganic, n.o.s. 8, PGII (e.g. Ammonia, soda ash, caustic soda)	DI	LP	LCCRB	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
16.- 17.	Corrosive, Liquid, Basic, Organic, n.o.s.	DI	LP	LCCRB or LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
18.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g. Ammonia Chloride, Bleach)	DI	LP	LCCRB or LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
19.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g. Sodium Carbonate, Sodium Metasilicate)	DI	LP	LCCRB or LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
20.- 21.	Corrosive, Solid, Acidic, Inorganic, n.o.s.	DI	LP	LCCRA	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
22.- 23.	Corrosive, Solid, Acidic, Organic, n.o.s.	DI	LP	LCCRA or LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
24.	Corrosive, Solid, Basic, Inorganic, n.o.s.	DI	LP	LCCRB	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
25.	Corrosive, Solid, Basic, Organic, n.o.s.	DI	LP	LCCRB or LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
26.	Fire Extinguishers (charged cylinders)	RC	LO	LCY2	Clean Harbors Wilmington <i>or</i> Clean Harbors La Porte	Clean Harbors Wilmington <i>or</i> All Safe
27.	Flammable Liquid, n.o.s.	DI	LP	LCCRD	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
28.	Flammable Liquid, n.o.s.	FI	LP	LFB1	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
29.	Flammable Liquids, n.o.s. (Diesel)	FI	Bulk	FB1	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
30.	Flammable Liquids, n.o.s. (Diesel)	FI	LP	LFB1	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
31.	Flammable Liquids, n.o.s, 3, PG II (Gasoline, Petroleum Distillates)	FI	LO	LFB1	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
32.	Flammable Liquids, Toxic, n.o.s.	DI	LP	LCCRD	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
33.	Flammable Liquids, Toxic, n.o.s., 3, (6.1), PG III (e.g. Petroleum Distillates, Diazinon, Malathion)	DI	LO	LCCRD	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
34.	Flammable Solid, n.o.s.	DI	LP	LPTN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
35.	Flammable Solids, Organic, n.o.s. 4.1, PGII (i.e. Petroleum Distillates, adhesives)	DI	LO	LPTN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
36.	Flammable Solids, Oxidizing, n.o.s. 4.1, (5.1) PGII (Potassium Nitrate, Sulfur)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
37.	Fusee, 4.1, PGII (Road Flares)	DI	LO	CAXI/ LCCRD	Clean Harbors Deer Park <i>or</i> Clean Harbors El Dorado	Same
38.	Mercury Solutions	RC	LP	LCHG4	Clean Harbors Arizona <i>or</i> Clean Harbors Deer Park	Veolia ES Technical Solutions
39.	Mercury, Elemental	TR/LF*	LP	LCHG1	Clean Harbors Arizona	Bethlehem Apparatus Co.
40.	Mercury Contained in Manufactured Articles, 8, PGIII	RC	LP	LCHG2	Clean Harbors Arizona <i>or</i> Clean Harbors Deer Park	Veolia ES Technical Solutions
41.- 42.	Nitric Acid, 8 (< 20% acid) AND (20% - 70% acid)	DI	LP	LCCRA	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
43.	Non-PCB Ballasts/Transformers	RC	LO	D80B	Clean Harbors Wilmington	Lighting Resources
44.	Non-PCB Ballasts/Transformers	LF	LO	D80L	Clean Harbors Wilmington <i>or</i> Clean Harbors Deer Park	Clean Harbors Buttonwillow <i>or</i> Clean Harbors Lone Mountain
45.	Non-RCRA Hazardous Waste Liquids	DI	LP	LCCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
46.	Non-RCRA Hazardous Waste Liquids (i.e. Cleaners)	DI	LO	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
47.	Non-RCRA Hazardous Waste Liquids (Oily Water)	DI	LP	LCCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
48.	Non-RCRA Hazardous Waste Solids	DI	LP	LCCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
49.	Non-RCRA Hazardous Waste Semi-Solids	DI	LP	LCCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
50.	Non-RCRA Hazardous Waste Liquid (used motor oil)	RC	BU	A31	Clean Harbors Wilmington or Safety-Kleen	Safety-Kleen
51.	Non-RCRA Hazardous Waste Liquid (liquid containing oil, water, diesel)	DI	LP	LCCRC	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Same
52.	Non-RCRA Hazardous Waste Liquid (Antifreeze)	RC	BU	B35	Clean Harbors Wilmington or Safety-Kleen	World Oil Recycling or Safety-Kleen
53.- 54.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	FI / DI	BU	A22K	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Same
55.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	RC	BU	A32	Clean Harbors Wilmington	Industrial Service Oil Company or World Oil Recycling or Liquid Environmental Solutions
56.	Non-RCRA Hazardous Waste Solid (solids/debris containing Oil, diesel)	DI	BU	CCRN	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Same
57.	Non-RCRA Hazardous Waste, Solid, (Oil Filters)	RC	BU	COF	Clean Harbors Wilmington	Thermo Fluids
58.	Non-RCRA Hazardous Waste Solid (Putty, wax)	DI	LP	LCCRN	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Same
59.	Non-RCRA Hazardous Waste Solid (Empty Drums-greater than 5-gallon in size)	LF	EA	D23	Clean Harbors Wilmington	Clean Harbors Buttonwillow
60.	Non-RCRA Hazardous Waste Solid (Empty Drums-greater than 5-gallon in size)	RC	EA	D23	Clean Harbors Wilmington	Industrial Container Service
61.	Non-RCRA Hazardous Waste Liquid (latex paint, not PaintCare eligible)	RC	LO	LFB1	Clean Harbors Wilmington or Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado
62.	Non-RCRA Hazardous Waste Liquid (latex paint, not PaintCare eligible)	DI	LO	LCCRN	Clean Harbors Deer Park or Clean Harbors Kimball or Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
63.	Organic Peroxide, Type D, Solid, n.o.s	DI	LP	LRCTO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
64.	Organic Peroxide, Type D, Liquid, n.o.s	DI	LP	LRCTO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
65.	Organic Peroxide, Type D, Liquid, n.o.s. 5.2 (e.g. Benzoyl Peroxide, Methyl Ethyl Ketone Peroxide)	DI	LP	LRCTO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
66.	Organic Peroxide, Type F, Liquid, n.o.s. 5.2 (e.g. Peroxyacetic acid)	DI	LP	LRCTO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
67.	Oxidizing Liquid, Acidic, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
68.	Oxidizing Solid, Acidic, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
69.	Oxidizing Liquid, Basic, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
70.	Oxidizing Solid, Basic, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
71.	Oxidizing Liquid, Neutral, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
72.	Oxidizing Solid, Neutral, n.o.s.	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
73.	Oxidizing Liquid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Sodium Hypochlorite)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
74.	Oxidizing Solid, n.o.s., 5.1, PGII (e.g. Potassium Nitrate, Potassium Permanganate)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
75.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Cyanuric Acid)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
76.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Potassium Peroxomonsulfate)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
77.	Oxidizing Solid, Corrosive, n.o.s., 5.1 (8), PGII (e.g. 1-Bromo-3-Chloro-5,5-Dimethylhydantoin)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
78.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Dichloro-5-Triazinitrone)	DI	LP	LCCRO	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
79.	Paint Related Materials, 3, PGII (not PaintCare eligible)	FI	LO	LPTP	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
80.	Paint Related Materials, 3, PGII (not PaintCare eligible)	DI	LO	LPTN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
81.	Pharmaceuticals, prescription and over-the-counter medications	DI	LO	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
82.	Polychlorinated biphenyls, liquid, 9, PGIII (PCB light ballasts)	RC	BU	CHBD	Clean Harbors Deer Park	Cleanlites Recycling

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
83.	Poison Liquids, n.o.s (e.g., Cyanide)	DI	LP	LRCT_	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
84.	Poison Solids, n.o.s (e.g., Cyanide)	DI	LP	LRCT_	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
85.	RCRA Hazardous Waste, Toxic, inorganic, solid, n.o.s. (e.g., debris with heavy metals, Lead Paint chips)	DI	BU	CCRK	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
86.	RCRA Hazardous Waste, solid, (debris with gasoline, petroleum distillates)	DI	BU	CCRK orFB5	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
87.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	TR/LF	LO	D20AC	Trilogy Medwaste (Escondido transfer station)	Trilogy Medwaste (Vernon autoclave facility)
88.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	DI	LO	D20X	Clean Harbors Aragonite	Same
89.	Self-Heating Substances	DI	LP	LRCTD	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
90.	Sulfuric Acid, fuming	DI	LP	LRCTA	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
91.	Soil contaminated w/petroleum oil	DI	BU	CCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
92.	Soil contaminated w/petroleum oil	DI	LP	LCCRN	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
93.	Toxic Liquid, Flammable	DI	LP	LCCRD	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

Item No.	Waste Category	Disposal Method	Packing Method	Clean Harbors' Waste Code	Manifested Facility(ies)	Final Facility(ies)
94.	Toxic Liquid, n.o.s.	DI	LP	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
95.	Toxic Solid, n.o.s.	DI	LP	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
96.	Toxic Solids, Organic, n.o.s. 6.1, PGII (i.e. Methyl Carbamate, Diazinon)	DI	LO	LCCRC	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same
97.	Used Motor Oil, Contaminated with Chlorinated Substances	DI	BU	FB1	Clean Harbors Deer Park <i>or</i> Clean Harbors Kimball <i>or</i> Clean Harbors El Dorado	Same

HHW Universal Wastes and Related HHW						
1.	Batteries – Alkaline	RC	LO	LBD1	Clean Harbors Wilmington	Battery Solutions of Arizona
2.	Batteries - Alkaline	LF	LO	LLF	Clean Harbors Wilmington <i>or</i> Clean Harbors Deer Park	Clean Harbors Buttonwillow <i>or</i> Clean Harbors Lone Mountain
3.	Batteries - Gel Cell	RC	LO	LBLA	Clean Harbors Wilmington	Kinsbursky Brothers
4.	Batteries - Lithium	RC	LO	LBBGB	Retriev Technologies /Cibra Solutions	Same
5.	Batteries - Mercury	RC	LO	LCHG3	Clean Harbors Phoenix <i>or</i> Clean Harbors Deer Park	Bethlehem Apparatus Co.
6.	Batteries - NiCad	RC	LO	LBD2	Clean Harbors Wilmington	Battery Solutions of Arizona
7.	Batteries Rechargeable-All types (mail back)	RC	LO	LBC2R	INMETCO (Call2Recycle)	Same
8.-9.	Fluorescent bulbs – 4’ and 8’ straight	RC	LO	CFL1	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
10.	Fluorescent bulbs – CFL	RC	LO	CFL8	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
11.	Fluorescent bulbs, U-shape	RC	LO	CFL2	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
12.	Fluorescent bulbs – Circular	RC	LO	CFL2	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
12.	Fluorescent Bulbs – Mixed: CFL, U- Shape, 1 Ft Tube, 2 Ft Tube, Circular	RC	LO	CFL8	Clean Harbors Wilmington	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
14.	Fluorescent bulbs – crushed/broken	RC	LO	CFL9	Clean Harbors Wilmington <i>or</i> Clean Harbors Arizona	Lighting Resources <i>or</i> WM LampTracker
15.	Light bulbs – HID	RC	LO	CFL4	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
16.	Light bulbs – LED	RC	LO	CFL2	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
17.	Light Bulbs – Mercury Vapor	RC	LO	CFL4	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
18.	Light Bulbs – Neon	RC	LO	CFL6	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC
19.	Light Bulbs – Sodium	RC	LO	CFL5	Clean Harbors Wilmington <i>or</i> Clean Harbors El Dorado	Clean Harbors Clive <i>or</i> Clean Harbors El Dorado, LLC

1.	Acetylene	RC	LO or EA	LCY13	Clean Harbors La Porte	All Safe
2.	Adhesive Spray	DI	LO	LCY7	Clean Harbors La Porte	Clean Harbors Deer Park
3.	Ammonia	TR	LO or EA	LCY5	Clean Harbors La Porte	Same
4.	Butane	DI	LO or EA	LCY6	Clean Harbors La Porte	Clean Harbors Deer Park
5.	Carbon Dioxide	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
6.	Carbon Dioxide cartridge cylinders (12-25 grams) used in devices such as bicycle tire pumps	DI	LO	LRCTQ (must ship as aerosol)	Clean Harbors La Porte	Clean Harbors Deer Park
7.	Chlorine	TR	LO or EA	LCY5	Clean Harbors La Porte	Same
8.	Chlorofluorocarbons CFC-R11 (Freon)	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
9.	Chlorofluorocarbons CFC-R12 (Freon)	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
10.	Chlorofluorocarbons CFC-R22 (Freon)	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
11.	Chlorofluoromethane (Freon 31)	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
12.	Chlorofluorocarbons CFCs- all other formulations	DI	LO or EA	LCY6	Clean Harbors La Porte	Clean Harbors Deer Park
13.	Fluorocarbon HCFC-134A	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
14.	Fluorocarbon R-410A	RC	LO or EA	LCY2	Clean Harbors La Porte	All Safe
15.	Fluorocarbons - all other formulations	DI	LO or EA	LCY6	Clean Harbors La Porte	Clean Harbors Deer Park
16.	Helium (including Helium single use)	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
17.	Helium single-use, up to 15 cu. Ft. capacity	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
18.	Hydrogen	DI	LO or EA	LCY6	Clean Harbors La Porte	Clean Harbors Deer Park
19.	Methyl Acetylene and Propadiene Mixtures (MAPP)	RC	LO or EA	LCY1	Clean Harbors La Porte	All Safe
20.	MAPP, single-use, 1-lb size	RC	LO or EA	LCY1	Clean Harbors La Porte	All Safe
21.	Nitrogen	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
22.	Nitrous Oxide	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
23.	Oxygen	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
24.	Oxygen, Single-use, 1-lb size	TR	LO or EA	LCY4	Clean Harbors La Porte	Same
25.	Polymetric Isocyanate and Polyols Amine cylinder	DI	LO or EA	LCY7	Clean Harbors La Porte	Clean Harbors Deer Park
1.	Covered Electronic Waste	RC	LO	ECEW	e-Recycling of California	Same

2.	Cathode Ray Tube Glass	LF	LO	CCS	Clean Harbors Wilmington or Clean Harbors Deer Park	Clean Harbors Buttonwillow or Clean Harbors Lone Mountain
3.	Consumer Electronic Devices	RC	LO	EEE	e-Recycling of California	Same

* Due to the Mercury Export Ban Act (MEBA), the only options currently available for managing free-flowing elemental mercury waste are mercury retirement at Bethlehem Apparatus, and long-term storage at an approved mercury storage facility. The long-term storage option would force the City to pay monthly storage fees for an indefinite period of time (potentially forever); therefore, only pricing for mercury retirement is provided in our proposal response.

Clean Harbors reserves the right to substitute any of the facilities listed above with another City-approved facility. If notification is received of any new hazardous waste not listed above, within ten business days of receiving the City's notification, Clean Harbors will submit to the City an updated Waste Management Plan and waste profile(s).

B.2.5.3 Form 2 - Statements of Subcontractors

Beginning on the next page are completed Form 2 – Statement of Subcontractors for each subcontracted transporter and disposal facility listed on the previous pages.

Compliance histories are located in Appendix IX.

STATEMENT OF SUBCONTRACTORS - TRANSPORTER(S)

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to transport the hazardous, regulated, and recyclable wastes included in the Scope of Services Pricing. Contractor shall identify which wastes the subcontractor will transport. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Rust and Sons Trucking, Inc. **Website Address:** www.rustandsons.com

Address: 15353 Olde Highway 80 **Phone Number:** (619) 443-6193
El Cajon, CA 92021

Contact Name: Tanner Rust **Contact Email Address:** tanner@rustandsons.com

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

What portion of work will be assigned to this subcontractor: Long-haul transportation to TSDF as needed

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include local, state or federal regulators for transportation, air, water, storm water, and hazardous materials and wastes) Yes No

If Yes, on a separate page provide details of the legal actions(s), violation(s), fines or penalties assessed, and actions taken to resolve them. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Work Activities

Subcontractor will transport the following wastes:

Waste Type	Yes	No	Waste Type	Yes	No
DOT Hazard Class 1		✓	DOT Hazard Class 6	✓	
DOT Hazard Class 2	✓		DOT Hazard Class 7		✓
DOT Hazard Class 3	✓		DOT Hazard Class 8	✓	
DOT Hazard Class 4	✓		DOT Hazard Class 9	✓	
DOT Hazard Class 5	✓		Non-DOT Regulated	✓	
RCRA Hazardous Waste	✓				

STATEMENT OF SUBCONTRACTORS - TRANSPORTER(S)

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to transport the hazardous, regulated, and recyclable wastes included in the Scope of Services Pricing. Contractor shall identify which wastes the subcontractor will transport. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Action Resources, LLC Website Address: www.actn.com

Address: 204 20th Street North Phone Number: (855) 865-5673
Birmingham, AL 35203

Contact Name: Mark Mudryk Contact Email Address: mark.mudryk@actn.com

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

What portion of work will be assigned to this subcontractor: Long-haul transportation to TSDf as needed

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include local, state or federal regulators for transportation, air, water, storm water, and hazardous materials and wastes) Yes No

If Yes, on a separate page provide details of the legal actions(s), violation(s), fines or penalties assessed, and actions taken to resolve them. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Work Activities

Subcontractor will transport the following wastes:

Waste Type	Yes	No	Waste Type	Yes	No
DOT Hazard Class 1		✓	DOT Hazard Class 6	✓	
DOT Hazard Class 2	✓		DOT Hazard Class 7		✓
DOT Hazard Class 3	✓		DOT Hazard Class 8	✓	
DOT Hazard Class 4	✓		DOT Hazard Class 9	✓	
DOT Hazard Class 5	✓		Non-DOT Regulated	✓	
RCRA Hazardous Waste	✓				

STATEMENT OF SUBCONTRACTORS - TRANSPORTER(S)

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to transport the hazardous, regulated, and recyclable wastes included in the Scope of Services Pricing. Contractor shall identify which wastes the subcontractor will transport. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Trilogy Medwaste West- Vernon Website Address: www.trilogymedwaste.com

Address: 4280 Bandini Blvd Phone Number: (888) 763-3927
Vernon, CA 90058-4207

Contact Name: Tina Huelskamp Contact Email Address: thuelskamp@trilogymedwaste.com

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

What portion of work will be assigned to this subcontractor: Medical waste transportation/transfer station

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include local, state or federal regulators for transportation, air, water, storm water, and hazardous materials and wastes) Yes No

If Yes, on a separate page provide details of the legal actions(s), violation(s), fines or penalties assessed, and actions taken to resolve them. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Work Activities

Subcontractor will transport the following wastes:

Waste Type	Yes	No	Waste Type	Yes	No
Medical Waste	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Trilogy MedWaste West – Vernon #707 Website Address: www.trilogymedwaste.com

Address: 4280 Bandini Blvd Phone Number: (888) 763-3927
Vernon, CA 90058-4207

Contact Name: Dennis Macfaden Contact Email Address: emacfaden@trilogymedwaste.com

What portion of work will be assigned to this Subcontractor: Autoclave sharps/medical waste

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number Not Applicable

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Medical Waste Permit: TSOST-159

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Sharps/Medical Waste	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Trilogy MedWaste West – Escondido Website Address: www.trilogymedwaste.com

Address: 1996 Don Lee Place, Suite C Phone Number: (888) 763-3927
Escondido, CA 92029-1147

Contact Name: Tina Huelskamp Contact Email Address: thuelskamp@trilogymedwaste.com

What portion of work will be assigned to this Subcontractor: medical waste transfer station

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number Not Applicable

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Medical Waste Permit: TSOST-158

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Sharps/Medical Waste	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: e-Recycling of California, Inc. **Website Address:** www.erecyclingofca.com

Address: 7201 Petterson Lane **Phone Number:** (800) 795-0993

Paramount, CA 90723

Contact Name: Maureen Craine **Contact Email Address:** mcraine@erecyclingofca.com

What portion of work will be assigned to this Subcontractor: Recycling electronic waste

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number CAL000130029

California Certified Unified Program Agency (CUPA) Permit (or equivalent): 19-AA-0840

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Covered Electronic Waste	✓				
Consumer Electronic Devices	✓				
Cathode Ray Tube Glass	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Liquid Waste Solutions of Arizona, LLC **Website Address:** www.liquidenviro.com

Address: 5159 West Van Buren **Phone Number:** (602) 278-3442
Phoenix, AZ 85063

Contact Name: Sonal Brahmhatt **Contact Email Address:** Sonal.Brahmhatt@liquidenviro.com

What portion of work will be assigned to this Subcontractor: Wastewater treatment

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number AZR000030452

California Certified Unified Program Agency (CUPA) Permit (or equivalent): PRU96-172 (AZ DEQ)

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Oily Water	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Interstate Battery of San Diego Website Address: www.interstatebatteries.com
 Address: 9345 Cabot Drive Phone Number: (858) 271-5003
San Diego, CA 92126

Contact Name: Mike Baker Contact Email Address: _____

What portion of work will be assigned to this Subcontractor: Automotive battery recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number Not Applicable

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Automotive Lead Acid Batteries	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Kinsbursky Brothers Supply, Inc. **Website Address:** www.kbirecycling.com

Address: 125 E Commercial Street, Suite A **Phone Number:** (714) 738-8516
Anaheim, California 92801

Contact Name: Paul Johnson **Contact Email Address:** pjohnson@kinsbursky.com

What portion of work will be assigned to this Subcontractor: Gel cell battery recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number CAD088504881

California Certified Unified Program Agency (CUPA) Permit (or equivalent): 98-SC-003

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Batteries - Gel Cell	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Battery Solutions, LLC **Website Address:** www.batterysolutions.com

Address: 618 E. Auto Center Drive, Suite 111 **Phone Number:** (480) 248-3100

Mesa, AZ 85204

Contact Name: Brian Gallentine **Contact Email Address:** bgallentine@batterysolutions.com

What portion of work will be assigned to this Subcontractor: Household batteries recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number AZR000519256

California Certified Unified Program Agency (CUPA) Permit (or equivalent): 173 (Az DEQ)

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Alkaline Batteries	✓				
Nickel Cadmium Batteries	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Call2Recycle c/o International Metals Reclamation Company, LLC (INMETCO) Website Address: http://azr.com/inmetco

Address: One INMETCO Drive Phone Number: (724) 758-5515
Ellwood City, PA 16117

Contact Name: Bernie Frank Contact Email Address: bfrank@inmetco.com

What portion of work will be assigned to this Subcontractor: Rechargeable batteries recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number PAD087561015

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Rechargeable Batteries (via Call2Recycle)	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: WeRecycle Battery Box
c/o Retrieval Technologies, Inc. **Website Address:** www.retrievtech.com

Address: 265 Quarry Road SE **Phone Number:** (740) 653-6290
Lancaster, OH 43130

Contact Name: Tom Plute **Contact Email Address:** tplute@retrievtech.com

What portion of work will be assigned to this Subcontractor: Lithium battery recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number OHD071654958

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Lithium Batteries (via Big Green Box)	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Bethlehem Apparatus Company, Inc. **Website Address:** www.bethlehemapparatus.com

Address: 890 Front Street **Phone Number:** (610) 838-7034
Hellertown, PA 18055

Contact Name: Scott Schreffler **Contact Email Address:** sschreffler@bethapp.com

What portion of work will be assigned to this Subcontractor: Mercury retort / recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number PAD002390961

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Mercury Batteries	✓				
Mercury Compounds	✓				
Mercury Containing Articles/Devices	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Bethlehem Apparatus Company, Inc. **Website Address:** www.bethlehemapparatus.com
Address: 935 Bethlehem Drive **Phone Number:** (610) 838-7034
Bethlehem, PA 18017

Contact Name: Scott Schreffler **Contact Email Address:** sschreffler@bethapp.com

What portion of work will be assigned to this Subcontractor: Elemental mercury retirement

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number PA0000453084

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Elemental Mercury (free-flowing)	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Lighting Resources, LLC **Website Address:** www.ezontheearth.com

Address: 805 East Francis Street **Phone Number:** (909) 923-7252
Ontario, CA 91761

Contact Name: Jose Ascencio **Contact Email Address:** jose.ascencio@lightingresourcesinc.com

What portion of work will be assigned to this Subcontractor: Mercury lamp & device recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number CAR000156125

California Certified Unified Program Agency (CUPA) Permit (or equivalent): FA0004431

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Non-PCB Ballasts (for recycle)	✓		Light Bulbs - HID		
Fluorescent Bulbs - straight 4' and 8'	✓		Light Bulbs - LED		
Fluorescent Bulbs - U-shape	✓		Light Bulbs - Mercury Vapor		
Fluorescent Bulbs - circular	✓		Light Bulbs - Neon		
Compact Fluorescent Bulbs	✓		Light Bulbs - Sodium		
Crushed/Broken Fluorescent Bulbs	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: WM LampTracker, Inc. **Website Address:** www.wmlamptracker.com

Address: 5355 N. 51st Avenue, Suite 26 **Phone Number:** (623) 934-4409
Glendale, AZ 85301

Contact Name: Andy Ewing **Contact Email Address:** aewing1@wm.com

What portion of work will be assigned to this Subcontractor: Crushed fluorescent bulbs recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number AZD982434185

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Fluorescent Bulbs - crushed/broken	✓				
<i>Lamps are not stored on-site more than 1-day. 40 CFR 273 provides a permit exemption for processing facilities that do not store lamps on-site more than 1-day. Lamp deliveries are scheduled to ensure lamps are not stored on-site longer than permissible.</i>					

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

US Lamp & Ballast Recycling, Inc. d/b/a
Company Name: Cleanlites Recycling, Inc. **Website Address:** www.cleanlites.com

Address: 7806 Anthony Wayne Avenue **Phone Number:** (513) 641-4155
Cincinnati, OH 45216

Contact Name: Timothy Kimmel **Contact Email Address:** timothy.kimmel@cleanlites.com

What portion of work will be assigned to this Subcontractor: PCB & non-PCB ballasts recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number OHR000109819

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
PCB Ballasts	✓				
Non-PCB Ballasts	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: American Cylinder, Inc. d/b/a All Safe Global, Inc. Website Address: www.allsafe.net
 Address: 26443 Fallbrook Avenue Phone Number: (866) 958-3473
Wyoming, MN 55092

Contact Name: Angie Boettner Contact Email Address: aboettner@allsafe.net

What portion of work will be assigned to this Subcontractor: Compressed gas cylinder recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number MND982428344 (SQG only, not a facility ID)

California Certified Unified Program Agency (CUPA) Permit (or equivalent): Not Applicable

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Propane Cylinders	✓		MAPP Gas Cylinders		
Fire Extinguishers	✓		Freon Gases capable of being recycled		
Acetylene Cylinders	✓		Various Inert Gases		
			<i>Because only closed-loop recycling of non-RCRA regulated gases occurs onsite, the All Safe facility is exempt from waste permitting requirements.</i>		

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Industrial Container Services – CA, LLC Website Address: www.iconserv.com

Address: 1051 Union Street Phone Number: (323) 724-8500
Montebello, CA 90640

Contact Name: Kay Rykowski Contact Email Address: kay.rykowski@iconserv.com

What portion of work will be assigned to this Subcontractor: Empty drum reconditioning

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number CAD042242081 (SQG only, RCRA Part B not required)

California Certified Unified Program Agency (CUPA) Permit (or equivalent): FA0026753

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Empty Drums (for recycling)	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Centurion Container LLC Website Address: https://centurionibc.com/
 Address: 4420 N 42nd Ave Phone Number: (480) 485-7700
Phoenix, AZ, 85019

Contact Name: Rae Cully Contact Email Address: sales@c-containers.com

What portion of work will be assigned to this Subcontractor: Empty drum reconditioning

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number not required

California Certified Unified Program Agency (CUPA) Permit (or equivalent): n/a

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Empty Drums (for recycling)	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: DeMenno Kerdoon d/b/a World Oil Recycling **Website Address:** www.worldoilrecycling.com

Address: 2000 North Alameda Street **Phone Number:** (210) 537-7100
Compton, CA 90222

Contact Name: Sandra Mina **Contact Email Address:** smina@worldoilcorp.com

What portion of work will be assigned to this Subcontractor: oily water and antifreeze recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number CAT080013352

California Certified Unified Program Agency (CUPA) Permit (or equivalent): N/A-regulated by DTSC

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?
 Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Oil Water	✓				
Antifreeze	✓				

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: Veolia ES Technical Solutions **Website Address:** https://lamprecycling.veoliaes.com/

Address: 5736 West Jefferson **Phone Number:** (602) 233-2955
Phoenix, AZ 85043

Contact Name: Holli Bechard **Contact Email Address:** holli.bechard@veolia.com

What portion of work will be assigned to this Subcontractor: Mercury solutions & articles recycling

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number AZ0000337360

California Certified Unified Program Agency (CUPA) Permit (or equivalent): N/A

Company has a valid insurance policy for a minimum of \$2,000,000 of Pollution Liability Insurance?

Yes No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) Yes No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No
Mercury Solutions	✓				
Mercury containing Articles	✓				

B.2.6 Regulatory Compliance

Please see Appendix IV for 3 year compliance histories for our proposed TSDFs and transporters.

B.2.7 Description of Vehicles and Equipment

Please find Clean Harbors completed Form 3 on the following pages.

STATEMENT OF AVAILABLE EQUIPMENT

The Contractor is required to list all necessary equipment required to complete the Scope of Services as specified in the RFP. The Contractor shall state below the motive, industrial, construction and other equipment which Contractor has or will have available to perform the Scope of Services under this Contract prior to the commencement of the Contract. The City of San Diego reserves the right to reject any Proposal when, in its opinion, the Contractor has not demonstrated it will be properly equipped to perform the Scope of Services in an efficient, effective manner for the duration of the Contract period. In instances where required equipment is not presently owned, the Contractor shall explain how the equipment will be made available prior to commencement of the Contract.

NOTE: Add additional pages if necessary and may utilize a comparable format for submission.

Equipment

Equipment Description: Box Trucks

Owned Rented Other (explain below)

If Owned, Quantity Available: 7

Year, Make & Model: 1 x 2017 Isuzu NRR; 1 x 2014 Freightliner M2106; 1 x 2013 Freightliner M2112; 1 x 2015 Kenworth T440; 1 x 2013 Kenworth T370; 1 x 2004 Kenworth T300

Explanation: _____

Equipment Description: Cube Van

Owned Rented Other (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 1998 GMC Savana

Explanation: _____

Equipment Description: Tractor (Day Cab)

Owned Rented Other (explain below)

If Owned, Quantity Available: 4

Year, Make & Model: 2 x 2007 Freightliner C120; 1 x 2006 Freightliner C120; 1 x 2016 Peterbilt 579

Explanation: _____

FORM 3 STATEMENT OF AVAILABLE EQUIPMENT (continued)

Equipment Description: Van Trailers

Owned Rented Other (explain below)

If Owned, Quantity Available: 4

Year, Make & Model: 2 x 2014 Wabash; 1 x 1995 Great Dane; 1 x 1992 Great Dane

Explanation: _____

Equipment Description: Roll Off Trailer

Owned Rented Other (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 1997 Pion

Explanation: _____

Equipment Description: Crew Cab Pick-Up Trucks

Owned Rented Other (explain below)

If Owned, Quantity Available: 2

Year, Make & Model: 1 x 2000 Ford F250; 1 x 1998 Chevrolet 3500

Explanation: _____

Equipment Description: Forklifts

Owned Rented Other (explain below)

If Owned, Quantity Available: 2

Year, Make & Model: 1 x 1996 Komatsu FG18ST-15; 1 x 1983 Toyota 30-FBC25 (electric)

Explanation: _____

FORM 3 STATEMENT OF AVAILABLE EQUIPMENT (continued)

Equipment Description: Box Trucks

Owned Rented Other (explain below)

If Owned, Quantity Available: 15
Year, Make & Model: 2 x 2015 Kenworth T379; 2 x 2015 Kenworth T440; 1 x 2004 Kenworth T300
5 x 2018 Peterbilt 337; 1 x 2005 Peterbilt 385; 1 x Hino 195H; 2 x 2013
Freightliner M2112; 1 x 2012 Freightliner M2

Explanation: Domiciled at Clean Harbors' Wilmington Branch, but available as needed.

Equipment Description: Crew Cab Pick-Up Trucks

Owned Rented Other (explain below)

If Owned, Quantity Available: 7
Year, Make & Model: 1 x 2019 Ford F250; 1 x 2012 Ford F250; 1 x 2011 Ford F250; 1 x 2010 Ford
F250; 2 x 2006 Ford F350; 1 x 2004 Ford F350

Explanation: Domiciled at Clean Harbors' Wilmington Branch, but available as needed.

Equipment Description: Cube Van

Owned Rented Other (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 1997 Ford E450

Explanation: Domiciled at Clean Harbors' Wilmington Branch, but available as needed.

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C. TAB C TITLE PAGE – COST/ PRICE PROPOSAL

Please find Clean Harbors completed cost proposal on the following pages.

1. PRICE SCHEDULE - HHW SERVICES

1.1 HHW Services. The Proposer shall submit pricing for each item listed in the tables below. Any missing pricing may be considered non-responsive to this RFP. The prices submitted in the Proposal will be incorporated into any contract related to this RFP. The estimated quantities provided by the City are not guaranteed. These quantities 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. Please see section 26.8 of Exhibit B, "Comprehensive Price Schedule" for detailed instructions on completing the tables listed in this Pricing Schedule.

1.2 PHHWCF Staffing Plan per Operational Tier. The Proposer shall provide the number of staff in each job classification for each operational tier and note the total number of staff for that tier. The PHHWCF staffing plan is for both the four (4) hour operations option and the six (6) hour operations option. Pricing for the "4-Hour PHHWCF Operations Staffing Plan" and "6-Hour PHHWCF Operations Staffing Plan" is to be listed/written in section 1.3 below.

4-Hour PHHWCF Operations Staffing Plan						
Item No.	Operational Tier/ Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50	5	1	1	2	1
2.	51 - 100	6	1	1	2	2
3.	101 - 150	8	1	1	4	2
4.	151 - 200	10	1	1	6	2
5.	201 - 250	11	1	1	7	2
6.	251 - 300	12	1	2	7	2
7.	301 - 350	15	1	2	10	2

6-Hour PHHWCF Operations Staffing Plan

Item No.	Operational Tier/ Number of Participants	Total Number of Staff	Site Manager	PHHWCF Chemist	Technician (40-hr Hazwoper)	Survey / Traffic
1.	1 - 50	4	1	1	1	1
2.	51 - 100	5	1	1	1	2
3.	101 - 150	7	1	1	3	2
4.	151 - 200	8	1	1	4	2
5.	201 - 250	10	1	1	6	2
6.	251 - 300	11	1	2	6	2
7.	301 - 350	13	1	2	8	2

These rates are applicable if Prevailing Wages are required.

1.3 PHHWCF Mobilization Rate Per Operational Tier. The Proposer shall provide a four (4) hour and six (6) hour mobilization rate for each operational tier that includes all labor, equipment, vehicles, supplies, and any other costs to operate the PHHWCF as specified in the Scope of Work and as associated with the staffing levels in section 1.2 above.

PHHWCF Mobilization Rates				
Item No.	Unit of Measure (U/M)	Operational Tier/Number of Participants	4- Hour Mobilization Fixed Rate	6- Hour Mobilization Fixed Rate
1.	1 Day	1 - 50	\$ 7,442.63	\$ 7,261.54
2.	1 Day	51 - 100	\$ 8,519.08	\$ 8,566.09
3.	1 Day	101 - 150	\$ 10,777.82	\$ 11,304.55
4.	1 Day	151 - 200	\$ 13,036.56	\$ 12,673.78
5.	1 Day	201 - 250	\$ 14,165.93	\$ 15,412.24
6.	1 Day	251 - 300	\$ 15,298.00	\$ 16,784.77
7.	1 Day	301 - 350	\$ 18,686.11	\$ 19,523.23
Subtotals for Section 1.3:			\$ 87,926.13	\$ 91,526.20
Total for Section 1.3:			\$ 179,452.33	

These rates are applicable if Prevailing Wages are required.

1.4 PHHWCF Mobilization Holiday* Rate Per Operational Tier. The Proposer shall provide a four (4) hour and six (6) hour mobilization rate for each tier that includes all labor, equipment, vehicles, supplies, and any other costs to operate the PHHWCF as specified in the Scope of Work and as associated with the staffing levels in section 1.2 above.

PHHWCF Mobilization Holiday* Rate				
Item No.	Unit of Measure (U/M)	Operational Tier/Number of Participants	4-Hour Holiday* Mobilization Fixed Rate	6-Hour Holiday* Mobilization Fixed Rate
1.	1 Day	1 - 50	\$ 10,694.45	\$ 10,422.81
2.	1 Day	51 - 100	\$ 12,309.12	\$ 12,379.64
3.	1 Day	101 - 150	\$ 15,697.23	\$ 16,487.33
4.	1 Day	151 - 200	\$ 19,085.34	\$ 18,541.17
5.	1 Day	201 - 250	\$ 20,779.40	\$ 22,648.86
6.	1 Day	251 - 300	\$ 22,477.50	\$ 24,707.66
7.	1 Day	301 - 350	\$ 27,559.67	\$ 28,815.35
Subtotals for Section 1.4:			\$ \$128,602.70	\$ \$134,002.80
Total for Section 1.4:			\$ \$262,605.50	

*The Holiday Rate will only be used if the PHHWCF is operating on the following holidays or the operational Saturday when the holiday occurs on a Friday or Monday of the corresponding operational Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

These rates are applicable if Prevailing Wages are required.

1.5 DOOR-TO-DOOR HHW Collection Fixed Rate Per Resident Served. The Proposer shall provide pricing to provide the Door-to-Door service which is fully inclusive of the labor, vehicle, materials, supplies, documentation, administration, and any other cost to complete this Scope of Work.

Total for Section 1.5: Rate per Door-To-Door Resident Served \$ 681.11

1.5.1 DOOR-TO-DOOR HHW Collection Fixed Rate Per Resident Served Under Emergency Declaration. Fixed Rate per resident served. The proposer shall provide pricing to provide Door-to-Door service, which is fully inclusive of the labor, vehicle, materials, supplies, documentation, administration, and any other cost to complete this Scope of Work.

Total for Section 1.5.1: Rate per Door-To-Door Resident Served \$ 681.11

1.6 Sharps Mail-Back Containers Fixed Pricing. The Proposer shall provide the pricing for each size of Sharps Mail-Back Container. The pricing shall be inclusive of the container cost, mailing service, disposal, materials, administration, and any other costs to complete this Scope of Work.

Sharps Mail-Back Containers			
Item No.	Unit of Measure (U/M)	Sharps Mail-Back Container Size	Pricing
1.	Each	1-Quart	\$ Size Not Available
2.	Each	1.5-Quart	\$ 46.87
3.	Each	1-Gallon	\$ 64.02
Other (specify size): 2 quart			\$ 75.46
Total for Section 1.6:			\$ 110.89

1.7 Sharps Kiosk Collection Fixed Rate per Kiosk Location. The Proposer shall provide fully inclusive pricing to complete the Sharps Kiosk Collection activities. The pricing shall include the labor, vehicle, travel time, materials, supplies,

documentation, administration, and any other cost to complete this Scope of Work.

These rates are applicable if Prevailing Wages are required.

Total for Section 1.7: Fixed Rate per Sharps Kiosk Pickup Location \$ 340.50

These rates are applicable if Prevailing Wages are required.

1.8 THHWCF- Recycling Event Staffing Plan and Mobilization Fixed Rate per Operational Tier. The Proposer shall provide for each four (4) hour mobilization tier level listed in this table the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The expected HHWs to be collected at the THHWCF are oil, oil filters, contaminated oil, auto batteries, antifreeze, contaminated antifreeze, and incidental flammables, aerosols, corrosive or other HHWs accepted. The mobilization rate for each tier shall include all labor, equipment, vehicles, supplies, and any other costs to operate the THHWCF as specified in the Scope of Work.

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	4-Hour THHWCF Recycling Event Staffing Plan					4-Hour THHWCF Recycling Event Mobilization Fixed Rate
			Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
1.	1 Day	1 - 50	9	1	1	4	3	\$ 15,409.33
2.	1 Day	51 - 100	11	1	1	6	3	\$ 18,147.79
3.	1 Day	101 - 150	12	1	1	7	3	\$ 19,517.02
4.	1 Day	151 - 200	14	1	1	9	3	\$ 22,255.48
5.	1 Day	201 - 250	16	1	1	11	3	\$ 25,443.94
6.	1 Day	251 - 300	18	1	1	13	3	\$ 28,182.40
7.	1 Day	301 - 350	20	1	1	15	3	\$ 30,920.86
8.	1 Day	351 - 400	23	1	2	17	3	\$ 35,031.85
9.	1 Day	401 - 450	25	1	2	19	3	\$ 37,770.31
10.	1 Day	451 - 500	28	1	2	22	3	\$ 41,878.00
11.	1 Day	501 - 550	30	1	2	24	3	\$ 44,616.46
12.	1 Day	551 - 600	32	1	2	26	3	\$ 47,482.92

These rates are applicable if Prevailing Wages are required.

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
13.	1 Day	601 - 650	34	1	2	28	3	\$ 50,221.38
14.	1 Day	651 - 700	39	1	2	32	4	\$ 57,002.85
15.	1 Day	701 - 750	43	1	3	33	6	\$ 62,353.71
16.	1 Day	751 - 800	47	1	3	35	8	\$ 67,701.27
17.	1 Day	801 - 850	50	1	4	37	8	\$ 74,418.06
18.	1 Day	851 - 900	53	1	4	39	8	\$ 77,156.52
19.	1 Day	901 - 950	56	1	4	41	8	\$ 81,264.21
20.	1 Day	951 - 1,000	59	1	4	43	8	\$ 84,002.67
21.	1 Day	1,001-1,050	62	1	4	45	8	\$ 88,110.36
22.	1 Day	1,051-1,100	65	1	4	47	8	\$ 90,848.82
23.	1 Day	1,101-1,150	68	1	4	49	8	\$ 94,956.51
24.	1 Day	1,151-1,200	71	1	4	51	8	\$ 99,064.20
25.	1 Day	1,201-1,250	74	1	4	53	8	\$ 103,171.89
26.	1 Day	1,251-1,300	77	1	4	55	8	\$ 107,279.58
27.	1 Day	1,301-1,350	80	1	4	57	8	\$ 111,387.27
Total for Section 1.8:								\$ 1,615,595.66

These rates are applicable if Prevailing Wages are required.

1.9 THHWCF – Full Service Staffing Plan and Mobilization Fixed Rate per Operational Tier. The Proposer shall provide for each four (4) hour mobilization tier level listed in this table the number of staff in each job classification and corresponding total number of staff along with the mobilization rate. The HHWs to be collected at the THHWCF – Full Service are all HHWs excluding unacceptable waste as listed in Section 2.1.4 et seq. or any other wastes not approved for the event. The mobilization rate for each tier shall include all labor, equipment, vehicles, supplies, and any other costs to operate the THHWCF – Full Service event as specified in the Scope of Work.

			4-Hour THHWCF – Full Service Event Staffing Plan					4-Hour THHWCF - Full Service Event Mobilization Fixed Rate
Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
1.	1 Day	1 – 50	9	1	1	4	3	\$ 15,409.33
2.	1 Day	51 – 100	11	1	1	6	3	\$ 18,147.79
3.	1 Day	101 – 150	12	1	1	7	3	\$ 19,517.02
4.	1 Day	151 – 200	14	1	1	9	3	\$ 22,255.48
5.	1 Day	201 – 250	16	1	1	11	3	\$ 25,443.94
6.	1 Day	251 – 300	18	1	1	13	3	\$ 28,182.40
7.	1 Day	301 – 350	20	1	1	15	3	\$ 30,920.86
8.	1 Day	351 – 400	23	1	2	17	3	\$ 35,031.85
9.	1 Day	401 – 450	25	1	2	19	3	\$ 37,770.31
10.	1 Day	451 – 500	28	1	2	22	3	\$ 41,878.00
11.	1 Day	501 – 550	30	1	2	24	3	\$ 44,616.46
12.	1 Day	551 – 600	32	1	2	26	3	\$ 47,482.92

These rates are applicable if Prevailing Wages are required.

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Site Manager	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	Mobilization Fixed Rate
13.	1 Day	601 - 650	34	1	2	28	3	\$ 50,221.38
14.	1 Day	651 - 700	39	1	2	32	4	\$ 57,002.85
15.	1 Day	701 - 750	43	1	3	33	6	\$ 62,353.71
16.	1 Day	751 - 800	47	1	3	35	8	\$ 67,701.27
17.	1 Day	801 - 850	52	1	3	38	10	\$ 71,812.26
18.	1 Day	851 - 900	54	1	3	40	10	\$ 74,550.72
19.	1 Day	901 - 950	57	1	3	43	10	\$ 77,289.18
20.	1 Day	951 - 1,000	59	1	3	45	10	\$ 80,027.64
21.	1 Day	1,001-1,050	62	1	3	48	10	\$ 82,766.10
22.	1 Day	1,051-1,100	64	1	3	50	10	\$ 85,504.56
23.	1 Day	1,101-1,150	67	1	3	53	10	\$ 88,243.02
24.	1 Day	1,151-1,200	70	1	3	56	10	\$ 90,981.48
25.	1 Day	1,201-1,250	73	1	3	59	10	\$ 93,719.94
26.	1 Day	1,251-1,300	76	1	3	62	10	\$ 96,458.40
27.	1 Day	1,301-1,350	79	1	3	65	10	\$ 99,196.86
Total for Section 1.9:								\$ 1,544,485.73

These rates are applicable if Prevailing Wages are required.

1.10 THHWCE- Bulb and Consumer Battery Collection. Bulb and consumer battery collection activities may be added to a THHWCF. To provide this additional service at a THHWCF, the Proposer shall provide for each four (4) hour mobilization tier the number of staff in each job classification and the corresponding total number of staff for that tier along with the mobilization rate. The staffing levels and mobilization tier costs shall ONLY reflect the costs to add the collection of all types of light bulbs and consumer batteries to include off-loading of vehicles, sorting, packaging, survey, and traffic control activities and any other consideration to complete the Scope of Work.

		4- Hour Event Bulb and Consumer Battery Collection (Additional THHWCF Service) Staffing Plan and Mobilization Fixed Cost					
Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Event Chemist	Technician/ (40-hr Hazwoper)	Survey / Traffic	4-Hour Event Bulb/Battery Mobilization Fixed Cost
1.	1 Day	1 - 50	8	1	4	3	\$ 8,851.70
2.	1 Day	51 - 100	9	1	5	3	\$ 9,741.21
3.	1 Day	101 - 150	10	1	6	3	\$ 10,630.72
4.	1 Day	151 - 200	11	1	7	3	\$ 11,520.23
5.	1 Day	201 - 250	12	1	8	3	\$ 12,409.74
6.	1 Day	251 - 300	13	1	9	3	\$ 13,299.25
7.	1 Day	301 - 350	13	1	10	2	\$ 13,340.41
8.	1 Day	351 - 400	14	1	11	2	\$ 14,229.92
9.	1 Day	401 - 450	15	1	12	2	\$ 15,119.43
10.	1 Day	451 - 500	16	1	13	2	\$ 16,008.94

These rates are applicable if Prevailing Wages are required.

Item No.	Unit of Measure (U/M)	Operational Tier/ Number of Participants	Total Number of Event Staff	Event Chemist	Technician (40-hr Hazwoper)	Survey / Traffic	4-Hour Event Bulb/Battery Mobilization Fixed Cost
11.	1 Day	501 - 550	17	1	14	2	\$ 16,898.45
12.	1 Day	551 - 600	18	1	15	2	\$ 17,787.96
13.	1 Day	601 - 650	19	1	16	2	\$ 18,677.47
14.	1 Day	651 - 700	20	1	17	2	\$ 19,566.98
15.	1 Day	701 - 750	21	1	18	2	\$ 20,456.49
16.	1 Day	751 - 800	22	1	19	2	\$ 21,346.00
17.	1 Day	801 - 850	23	1	20	2	\$ 22,235.51
18.	1 Day	851 - 900	24	1	21	2	\$ 23,125.02
19.	1 Day	901 - 950	25	1	22	2	\$ 24,014.53
20.	1 Day	951 - 1,000	26	1	23	2	\$ 24,904.04
21.	1 Day	1,001-1,050	27	1	24	2	\$ 25,793.55
22.	1 Day	1,051-1,100	28	1	25	2	\$ 26,683.06
23.	1 Day	1,101-1,150	29	1	26	2	\$ 27,572.57
24.	1 Day	1,151-1,200	30	1	27	2	\$ 28,462.08
25.	1 Day	1,201-1,250	31	1	28	2	\$ 29,351.59
26.	1 Day	1,251-1,300	32	1	29	2	\$ 30,241.10
27.	1 Day	1,301-1,350	33	1	30	2	\$ 31,130.61
Total for Section 1.10:							\$ 533,398.56

These rates are applicable if Prevailing Wages are required.

1.11 THHWCF (Full Service, Recyclable, Bulb and Battery) HHW Collection Event Early Start Fixed Rate. When the City requests that a THHWCF or Recyclable HHW Collection Event open to serve participants thirty (30) minutes earlier than the standard 9:00 a.m. start time, the Contractor may charge this additional fixed rate for that event to cover any additional mobilization costs.

Total for Section 1.11: Early Start Fixed Rate \$ 928.35

1.12 Event Discount Rate. The Contractor may provide any discount option offered if a THHWCF-Full Service, THHWCF- Recyclable or THHWCF-Bulb and Battery Collection Event is held in a certain month of the year.

Yes No If yes, which month(s): _____ Discount Provided: _____

These rates are applicable if Prevailing Wages are required.

1.13 Hourly Labor Rates. The Proposer shall provide hourly rates for the job classifications listed. The Hourly Labor Rates shall only be used as specified in the Scope of Work.

Item No.	U/M	Position	Standard Hourly Rate (Monday – Saturday)	Overtime Hourly Rate (if applicable)	Holiday* Hourly Rate (if applicable)
1.	1 HR	Site Manager	\$ 87.20 /HR	\$ 119.93 /HR	\$ 147.78 /HR
2.	1 HR	Chemist	\$ 87.51 /HR	\$ 120.23 /HR	\$ 148.08 /HR
3.	1 HR	Technician (40-Hr Hazwoper)	\$ 87.20 /HR	\$ 119.93 /HR	\$ 147.78 /HR
4.	1 HR	Survey / Traffic	\$ 83.46 /HR	\$ 114.02 /HR	\$ 140.02 /HR
Total for Section 1.13:			\$ 345.37 /HR		

*Holiday Hourly Rate will be used only when specified in the Scope of Work and when the PHHWCF is operating on the following holidays or the operational Saturday when the holiday occurs on a Friday or Monday of the corresponding operational Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

1.14 Hourly Vehicle Rates. The Proposer shall provide hourly rates for the vehicles listed. The Hourly Vehicle Rates shall only be used as specified in the Scope of Work.

Item No.	Unit of Measure (U/M)	Vehicle Type	Hourly Rate
1.	1 Hour	Box truck with liftgate	\$ 84.61 /HR
2.	1 Hour	Semi-tractor	\$ 84.61 /HR
3.	1 Hour	Forklift	\$ 112.05 /HR
Total for Section 1.14:			\$ 281.27 /HR

1.15 HHW Fixed Disposal Rates. The Proposer shall provide a fixed disposal rate for each type of HHW waste listed. The HHW Fixed Disposal Rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW container to include the container, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
1.	Aerosols, 2.1 (All Types mixed)	DI	Loose Pack	EL	\$ 73.06	\$ 146.11	\$ 182.64	\$ 243.52	\$ 243.52	\$ 700.00	
2.	Asbestos, 9, PGIII (Friable)	L	Loose Pack	BL, LG	\$ 92.04	\$ 184.07	\$ 218.37	\$ 249.24	\$ 249.24	\$ 500.00	
3.	Asbestos, 9, PGIII (e.g., Non-Friable pipe) (Note any minimum charge when using per pound pricing \$100/container min)	L	Loose Pack	BL, LG						651.68	\$2.49 /Lb
4.	Batteries, Lead Acid	R	Palletize	IN1616							\$ 0.00 /EA
5.	Butane Lighters	DI	Loose Pack	DE, KP, EL	\$ 197.23	\$ 587.66	\$ 723.70	\$ 926.07			
6.	Compressed Gas Cylinder: Propane (1-pound cylinder)	DI	Loose pack	DE							\$132.62/EA

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
7.	Compressed Gas Cylinder: Propane (1-pound cylinder)	R	Loose pack	AL1961, UC, LT								\$ 17.15 /EA
8.	Compressed Gas Cylinder: Propane (5-gallon cylinder/ barbeque size)	DI	Loose pack	DE								\$493.90/EA cylinder
9.	Compressed Gas Cylinder: Propane (5-gallon cylinder/ barbeque size)	R	Loose pack	AL1961, UC, LT								\$ 45.73/EA cylinder
10.	Corrosive, Liquid, Acidic, Inorganic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96				
11.	Corrosive, Liquid, Acidic, Inorganic, n.o.s. 8, PGII (e.g., Muriatic Acid, Phosphoric Acid, Sulfuric Acid)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96				
12.	Corrosive, Liquid, Acidic, Organic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40				
13.	Corrosive, Liquid, Acidic, Organic, n.o.s. 8, PGII (e.g., Acetic Acid, Citric Acid, Oxalic Acid)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40				

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
14.	Corrosive, Liquid, Basic, Inorganic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
15.	Corrosive Liquid, Basic, Inorganic, n.o.s. 8, PGII (e.g., Ammonia, soda ash, caustic soda)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
16.	Corrosive, Liquid, Basic, Organic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40			
17.	Corrosive, Liquid, Basic, Organic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40			
18.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g., Ammonia Chloride, Bleach)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
19.	Corrosive, Liquid, Basic, Organic, n.o.s. 8, PGII (e.g., Sodium Carbonate, Sodium Metasilicate)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40			
20.	Corrosive, Solid, Acidic, Inorganic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
21.	Corrosive, Solid, Acidic, Inorganic, n.o.s.	Ⓣ DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
22.	Corrosive, Solid, Acidic, Organic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
23.	Corrosive, Solid, Acidic, Organic, n.o.s.	Ⓣ DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40			
24.	Corrosive, Solid, Basic, Inorganic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
25.	Corrosive, Solid, Basic, Organic, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40			
26.	Fire Extinguishers (charged cylinders)	R	Loose Pack	WI, AL1961							\$ 59.17 /EA
27.	Flammable Liquid, n.o.s	DI	LP	DE, KP, EL	\$ 89.41	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40		
28.	Flammable Liquid, n.o.s	FI	LP	DE, KP, EL	\$ 63.00	\$ 126.00	\$ 157.50	\$ 210.00	\$ 210.00		
29.	Flammable Liquids, n.o.s (Diesel)	FI	Bulk	DE, KP, EL	\$ 78.88	\$ 148.63	\$ 174.92	\$ 197.79	\$ n/a		
30.	Flammable Liquids, n.o.s (Diesel)	FI	LP	DE, KP, EL	\$ 63.00	\$ 126.00	\$ 157.50	\$ 210.00	\$ 210.00		

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
31.	Flammable Liquids, n.o.s, 3, PG II (Gasoline, Petroleum Distillates)	FI	Loose Pack	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 188.64	\$ 229.80	\$ 229.80		
32.	Flammable Liquids, Toxic, n.o.s.	DI	LP	DE, KP, EL	\$ 89.41	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40		
33.	Flammable Liquids, Toxic, n.o.s., 3, (6.1), PG III (e.g., Petroleum Distillates, Diazinon, Malathion)	DI	Loose Pack	DE, KP, EL	\$ 89.41	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40		
34.	Flammable Solid, n.o.s.	DI	LP	DE, KP, EL	\$ 92.04	\$ 184.07	\$ 213.80	\$ 262.96	\$ 262.96	\$ 650.00	
35.	Flammable Solids, Organic, n.o.s. 4.1, PGII (i.e., Petroleum Distillates, adhesives)	DI	Loose Pack	DE, KP, EL	\$ 92.04	\$ 184.07	\$ 213.80	\$ 262.96	\$ 262.96	\$ 650.00	
36.	Flammable Solids, Oxidizing, n.o.s. 4.1, (5.1) PGII (Potassium Nitrate, Sulfur)	DI	LP	DE, KP, EL	\$ 141.77	\$ 195.51	\$ 228.66	\$ 282.40			
37.	Fusee, 4.1, PGII (Road Flares)	DI	LP	DE,	\$ 197.23						

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
38.	Mercury Solutions (Note any minimum charge when using per pound pricing \$ 493.90 min)charge	RC	LP	SUP1402	\$ n/a	\$ n/a	\$ n/a	\$ n/a			\$11.04 /Lb
39.	Mercury, Elemental (Note any minimum charge when using per pound pricing \$ 756.86 min)charge	RC T/L	LP	BTHLHM	\$ n/a	\$ n/a	\$ n/a	\$ n/a			\$48.52 /Lb
40.	Mercury Contained in Manufactured Articles, 8, PGIII (Note any minimum charge when using per pound pricing \$ 493.90 min)charge	RC	LP	SUP1402	\$ n/a	\$ n/a	\$ n/a	\$ n/a			\$11.04 /Lb
41.	Nitric Acid, 8, (<20% acid)	± DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
42.	Nitric Acid, 8, (20% - 70% acid)	± DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 262.96			
43.	Non-PCB Ballasts/Transformers	R	Loose Pack	LTNGCA	\$98.33	\$ 227.52	\$ 273.25	\$ 321.26	\$ 321.26	\$1,079.27	

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
44.	Non-PCB Ballasts/Transformers	L	Loose Pack	BL, LG	\$ 92.04	\$ 214.94	\$ 258.39	\$ 301.83	\$ 301.83	\$ 816.32	
45.	Non-RCRA Hazardous Waste Liquids	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 716.85	
46.	Non-RCRA Hazardous Waste Liquids (i.e. Cleaners)	DI	Loose Pack	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40	\$ 816.32	
47.	Non-RCRA Hazardous Waste Liquids (Oily Water)	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 716.85	
48.	Non-RCRA Hazardous Waste Solids	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 716.85	
49.	Non-RCRA Hazardous Waste Semi-Solids	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 716.85	
50.	Non-RCRA Hazardous Waste Liquid (used motor oil)	R	Bulk	ISOC	\$ 65.75	\$ 146.34	\$ 160.06	\$ 177.21			\$ 0.47 /Gal
51.	Non-RCRA Hazardous Waste Liquid (liquid containing oil, water, diesel)	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40	\$ 816.32	

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
52.	Non-RCRA Hazardous Waste Liquid (Antifreeze)	R	Bulk	TFILV, DEM210	\$ 72.31	\$ 156.63	\$ 184.07	\$ 210.37			\$ 1.42 /Gal
53.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	FL	Bulk	DE, KP, EL	\$ 98.33	\$ 227.52	\$254.00	\$254.00			\$ 5.97 /Gal
54.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	DI	Bulk	DE, KP, EL	\$ 98.33	\$ 227.52	\$254.00	\$254.00			\$ 5.97 /Gal
55.	Non-RCRA Hazardous Waste Liquid (Oil, Diesel, Water)	RC	Bulk	RE0454, ISOC, DEM210	\$ 72.31	\$ 136.05	\$ 160.06	\$ 177.21			\$ n/a /Gal
56.	Non-RCRA Hazardous Waste Solid (solids/debris containing Oil, Diesel)	DI	Bulk	DE, KP, EL	\$ 98.61	\$ 203.51	\$ 243.52	\$ 282.40	\$ 282.40	\$ 914.63	
57.	Non-RCRA Hazardous Waste, Solid, (Oil Filters)	R	Bulk	TFI	\$ 78.88	\$ 118.90	\$ 132.62	\$ 164.63	\$ 164.63		
58.	Non-RCRA Hazardous Waste Solid (Putty, wax)	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 716.85	

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
59.	Non-RCRA Hazardous Waste Solid (Empty Drums-greater than 5-gallon in size)	L	EA	BL		\$ 52.60	\$ 52.60	\$ 52.60	\$ 52.60			\$ 52.60 55g in Overpack-85g
60.	Non-RCRA Hazardous Waste Solid (Empty Drums - greater than 5-gallon in)	R	EA	CNTBYR		\$ 52.60	\$ 52.60	\$ 52.60	\$ 52.60			\$ 52.60 55g in Overpack-85g
61.	Non-RCRA Hazardous Waste Liquid (latex Paint)**	RG FI	Loose Pack	DE, KP, EL	\$ 82.32	\$ 164.63	\$ 188.64	\$ 229.80	\$ 229.80	\$ 625.00		
62.	Non-RCRA Hazardous Waste Liquid (latex Paint)**	DI	Loose Pack	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65	\$ 196.65	\$ 625.00		
63.	Organic Peroxide, Type D, Solid, n.o.s.	DI	LP	DE, KP, EL	\$197.23	\$587.66						
64.	Organic Peroxide, Type D, Liquid, n.o.s.	DI	LP	DE, KP, EL	\$197.23	\$ 587.66						
65.	Organic Peroxide, Type D, Liquid, n.o.s. 5.2 (e.g.. Benzoyl Peroxide, Methyl Ethyl Ketone Peroxide)	DI	LP	DE, KP, EL	\$197.23	\$587.66						

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other	
66.	Organic Peroxide, Type F, Liquid, n.o.s. 5.2 (e.g., Peroxyacetic acid)	DI	LP	DE, KP, EL	\$197.23	\$ 587.66						
67.	Oxidizing Liquid, Acidic, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00				
68.	Oxidizing Solid, Acidic, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00				
69.	Oxidizing Liquid, Basic, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00	\$ n/a			
70.	Oxidizing Solid, Basic, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00	\$ n/a			
71.	Oxidizing Liquid, Neutral, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00				
72.	Oxidizing Solid, Neutral, n.o.s.	DI	LP	DE, KP, EL	\$105.00	\$ 210.00	\$ 262.50	\$ 350.00				
73.	Oxidizing Liquid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Sodium Hypochlorite)	DI	LP	DE, KP, EL	\$ 105.00	\$ 210.00	\$ 262.50	\$ 350.00				

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
74.	Oxidizing Solid, n.o.s., 5.1, PGII (e.g., Potassium Nitrate, Potassium Permanganate)	DI	LP	DE, KP, EL	\$105.00	\$210.00	\$262.50	\$350.00			
75.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Cyanuric Acid)	DI	LP	DE, KP, EL	\$105.00	\$210.00	\$262.50	\$350.00			
76.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g., Potassium Peroxomonsulfate)	DI	LP	DE, KP, EL	\$105.00	\$210.00	\$262.50	\$350.00			
77.	Oxidizing Solid, Corrosive, n.o.s., 5.1 (8), PGII (e.g. 1-Bromo-3-Chloro-5,5-Dimethylhydantoin)	DI	LP	DE, KP, EL	\$105.00	\$210.00	\$262.50	\$350.00			
78.	Oxidizing Solid, Corrosive, n.o.s., 5.1, (8), PGII (e.g. Dichloro-5-Triazinitrone)	DI	LP	DE, KP, EL	\$105.00	\$210.00	\$262.50	\$350.00			
79.	Paint Related Materials, 3, PGII (oil-based paint, paint related materials)**	FI	Loose pack	DE, KP, EL	\$92.04	\$184.07	\$213.80	\$262.96	\$262.96	\$684.83	

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
80.	Paint Related Materials, 3, PGI (oil-based paint, paint related materials)**	DI	Loose pack	DE, KP, EL	\$92.04	\$184.07	\$213.80	\$262.96	\$262.96	\$684.83	
81.	Pharmaceuticals, prescription and over-the-counter medications	DI	Loose pack	DE, KP, EL	\$76.60	\$164.63	\$177.21	\$282.40	\$282.40	\$816.32	
82.	Polychlorinated biphenyls, liquid, 9, PGIII (PCB light ballasts)	R	Loose pack	USLAMP	\$210.37	\$400.16	\$611.66				
83.	Poison liquids, n.o.s (e.g., Cyanide)	DI	LP	DE, KP, EL	\$197.23	\$587.66					
84.	Poison Solids, n.o.s (e.g., Cyanide)	DI	LP	DE, KP, EL	\$197.23	\$587.66					
85.	RCRA Hazardous Waste, Toxic, inorganic, solid, n.o.s. (e.g., debris with heavy metals, Lead Paint chips)	DI	Bulk	DE, KP, EL	\$141.77	\$314.41	\$365.00	\$356.00			
86.	RCRA Hazardous Waste, solid (debris with gasoline, petroleum distillates)	DI	Bulk	DE, KP, EL	\$141.77	\$314.41	\$365.00	\$365.00			

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
87.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	T/LF	Loose pack	Trilogy	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ 222.94	n/a	\$ 222.94 /95 Gallon Container
88.	Regulated Medical Waste, n.o.s. 6.2, PGII, (Biohazard/Sharps)	DI	Loose pack	AG	\$ 101.75	\$ 225.00	\$ 225.00	\$ 225.00			
89.	Self-Heating Substances	DI	LP	DE, KP, EL	\$ 197.23	\$ 587.66					
90.	Sulfuric Acid, fuming	DI	LP	DE, KP, EL	\$ 197.23	\$ 587.66	\$ 723.70	\$ 926.07			
91.	Soil Contaminated with petroleum oil	DI	Bulk	DE, KP, EL	\$ 98.61	\$ 203.51	\$ 243.52	\$ 282.40			
92.	Soil Contaminated with petroleum oil	DI	LP	DE, KP, EL	\$ 89.41	\$ 150.91	\$ 164.63	\$ 196.65			
93.	Toxic Liquid, Flammable	DI	LP	DE, KP, EL	\$ 89.41	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40		
94.	Toxic Liquid, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40		
95.	Toxic Solid, n.o.s.	DI	LP	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40	\$ 816.32	
96.	Toxic Solids, Organic, n.o.s. 6.1, PGII (i.e., Methyl Carbamate, Diazinon)	DI	Loose Pack	DE, KP, EL	\$ 76.60	\$ 164.63	\$ 177.21	\$ 282.40	\$ 282.40	\$ 816.32	

Note to item 87. A \$0.51 per Lb weight surcharge applies for each lb. > 100 in a container

Item No.	HHW Waste Type	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
97.	Used Motor Oil, Contaminated with Chlorinated Substances	DI	Bulk	DE, KP, EL	\$ 78.88	\$ 148.63	\$ 174.92	\$ 197.79			
98.	All other HHW Disposal not categorized will be charged at an Invoice Cost Plus <u>20</u> % (total cost shall be all inclusive as the other listed HHW items).										
Subtotals for Section 1.15:					\$ 8,641.08	\$ 18,837.06	\$ 17,074.03	\$ 21,709.74	\$ 7,826.36	\$ 16,247.41	\$ 1,163.63
Total for Section 1.15:					\$ 91,499.31						
<p>DI = Destructive Incineration CYB = Cubic yard fiber board box EA = Each T = Treatment CQB = Conquest Box/55-gallon fiber board box FT = Foot L = Landfill LP = Lab Pack Gal= Gallon FI = Fuel Incineration R = Recycling</p> <p>*Create a Code in the Final TSDF Listing Table (Section 1.18) and list the appropriate Final TSDF code for each waste type.</p> <p>**Pricing is only for HHW Paints not accepted by the PaintCare Program. PaintCare HHW accepted paint is at no cost.</p>											

1.16 HHW Universal Wastes Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of waste listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW container to include the container, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

HHW Universal Wastes and Related HHW											
Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size						
					5 gal	16 gal	30 gal	55 gal	CQB	CYB	Other
1.	Batteries - Alkaline	R	Loose Pack	LTNGCA, BTSNAZ	\$ 200.08	\$ 432.17	\$ 629.96	\$ 663.11			
2.	Batteries - Alkaline	L	Loose Pack	BL, LG							\$ 98.61 /EA container size: 30 g
3.	Batteries - Gel Cell	R	Loose Pack	"BTSNAZ or KBI"	\$ 60.00	\$ 120.00	\$ 150.00	\$ 200.00			
4.	Batteries - Lithium	R	Loose Pack	KBI	\$ 211.50	\$ 423.00	\$ 528.75	\$ 705.00			163.63/ 5g WeRecycle Battery Box
5.	Batteries - Mercury	R	Loose Pack	BETHAP	\$ 525.91	\$ 1,082.70	\$ 1,343.37	\$ 1,748.09			
6.	Batteries - NiCad	R	Loose Pack	BTSNAZ	\$ 118.33	\$ 274.39	\$ 332.70	\$ 400.16			
7.	Batteries Rechargeable- All types (mail back box)	R	Loose Pack	C2R							\$ 164.63 /Box

Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size								
					5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other		
8.	Fluorescent Tubes- 4 Foot size (Price per tube, per fluorescent light fiber drum size)	R	Loose Pack	UC, EL								\$ 1.96	/Tube
												\$ 195.22	/Small Fiber Drum
												\$ 195.22	/Large Fiber Drum
9.	Fluorescent Tubes- 6 to 8 Foot size (Price per tube, per fluorescent light fiber drum size)	R	Loose Pack	UC, EL								\$ 2.63	/Tube
												\$ 263.53	/Small Fiber Drum
												\$ 263.53	/Large Fiber Drum
10.	Fluorescent Bulbs - CFL	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ 2.22	/EA
11.	Fluorescent Bulbs - U-shape	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ 2.22	/EA
12.	Fluorescent Bulbs - Circular	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ 2.22	/EA
12.	Fluorescent Bulbs - Mixed: CFL, U-Shape, 1 Ft Tube, 2 Ft Tube, Circular	R	Loose Pack	UC, EL	\$ 185.22	\$ 400.16	\$ 490.47	\$ 610.52	\$ 610.52	\$ 1,999.62			
14.	Fluorescent bulbs - crushed/broken	R	Loose Pack	LTNGCA, EA0502	\$ 210.37	\$ 451.60	\$ 554.49	\$ 696.26					

Item No.	Waste Category	Disposal Method	Package Method	Final Recycling Facility (Code)*	Fixed Disposal Rate Per Container Size							
					5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other	
15.	Light Bulbs - HID	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a		\$ 3.53	/EA
16.	Light Bulbs- LED	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a		\$ 2.22	/EA
17.	Light Bulbs - Mercury Vapor	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a		\$ 3.53	/EA
18.	Light Bulbs- Neon	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a		\$ 6.16	/EA
19.	Light Bulbs - Sodium	R	Loose Pack	UC, EL	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a		\$ 8.78	/EA
Subtotals for Section 1.16:					\$ 1,511.41	\$ 3,184.02	\$ 4,029.74	\$ 5,023.14	\$ 610.52	\$ 1,999.62	\$ 1,380.84	
Total for Section 1.16:					\$ 17,739.29							
<p>DI = Destructive Incineration CQB = Conquest Box/55-gallon fiber board box R = Recycling FI = Fuel Incineration CYB = Cubic yard fiber board box T = Treatment L = Landfill EA = Each Ft = Foot</p> <p>*Create a Code in the Final TSDF Listing Table (Section 1.18) and list the appropriate Final TSDF code for each waste type.</p>												

1.17 HHW Compressed Gas Cylinder Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of pressurized gas container listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW pressurized container to include any container required for packaging or shipping, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

HHW Compressed Gas Cylinders										
Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**						
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size
1.	Acetylene	RC	AL1961		\$ 88.03	\$ 90.32	\$ 120.04	\$ 229.80	\$ 259.53	
2.	Adhesive Spray	DI	DE		\$ 370.43	\$ 455.04	\$ 891.77	\$ 1,626.91	\$ 1,921.87	
3.	Ammonia	T	LT		\$ 132.62	\$ 299.55	\$ 479.04	\$ 790.02	\$ 1,149.01	
4.	Butane	DI	DE		\$ 132.62	\$ 314.41	\$ 493.90	\$ 814.02	\$ 1,183.31	
5.	Carbon Dioxide	DI	LT	\$ n/a	\$ 57.74	\$ 68.60	\$ 91.46	\$ 130.34	\$ 144.06	\$ cbc - cbc
6.	Carbon Dioxide cartridge cylinders (12-25 grams) used in devices such as bicycle tire pumps	DI	DE	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	197.23 5 gal. Must ship as aerosols.
7.	Chlorine	T	LT		\$ 132.62	\$ 299.55	\$ 479.04	\$ 790.02	\$ 1,149.01	
8.	Chlorofluorocarbons CFC-R11 (Freon)	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	
9.	Chlorofluorocarbons CFC-R12 (Freon)	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	

10.	Chlorofluorocarbons CFC-R22 (Freon)	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	
11.	Chlorofluoromethane (Freon 31)	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	

Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**						
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size
12.	Chlorofluorocarbons CFCs- all other formulations	DI	DE	\$ 132.62	\$ 132.62	\$ 314.41	\$ 493.90	\$ 814.02	\$ 1,183.31	
13.	Fluorocarbon HCFC-134A	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	
14.	Fluorocarbon R-410A	RC	AL1961	\$ 30.30	\$ 30.30	\$ 49.73	\$ 70.89	\$ 164.63	\$ 197.23	
15.	Fluorocarbons - all other formulations	DI	DE	\$ 132.62	\$ 132.62	\$ 314.41	\$ 493.90	\$ 814.02	\$ 1,183.31	
16.	Helium	T	LT		\$ 57.74	\$ 68.60	\$ 91.46	\$ 130.34	\$ 144.06	
17.	Helium single-use, up to 15 cu. Ft. capacity	T	LT							\$ 57.74 /EA
18.	Hydrogen	DI	DE		\$ 132.62	\$ 314.41	\$ 493.90	\$ 814.02	\$ 1,183.31	
19.	Methyl Acetylene and Propadiene Mixtures (MAPP)	RC	AL1961	\$ n/a	\$ 17.15	\$ 32.59	\$ 45.73	\$ 118.90	\$ 118.90	

20.	MAPP, single-use, 1-lb size	RC	AL1961							\$ 17.15 /EA
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Item No.	Pressurized Gas	Disposal Method	Final Disposal Facility* (Code)	Fixed Disposal Rate Per Container Size**						
				Per Aerosol Can Size	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large	Other Size
21.	Nitrogen	T	LT		\$ 57.74	\$ 68.60	\$ 91.46	\$ 130.34	\$ 144.06	
22.	Nitrous Oxide	T	LT		\$ 57.74	\$ 68.60	\$ 91.46	\$ 130.34	\$ 144.06	
23.	Oxygen	T	LT		\$ 57.74	\$ 68.60	\$ 91.46	\$ 130.34	\$ 144.06	
24.	Oxygen, Single-use, 1-lb size	T	LT							\$ 57.74 /EA
25.	Polymetric Isocyanate and Polyols Amine cylinder	T	LT		\$ 370.43	\$ 455.04	\$ 891.77	\$ 1,626.91	\$ 1,921.87	
Subtotal for Section 1.17:				\$ 447.04	\$ 2,112.26	\$ 3,531.11	\$ 5,765.63	\$ 10,078.12	\$ 13,157.11	\$ 329.86
Total for Section 1.17:				\$ 35,421.13						

L = Landfill
 DI = Destructive Incineration
 FI = Fuel Incineration

R = Recycling
 T = Treatment

EA = Each

* Create a Code in the Final TSDF Listing Table (Section 1.19) and list the appropriate Final TSDF code for each waste type.

** Put N/A in pricing column when the size noted is not found for the compressed gas noted.

1.18 Covered Electronics and Miscellaneous E-Waste Fixed Disposal Rate. The Proposer shall provide a fixed disposal rate for each type of covered electronics or miscellaneous e-waste listed. The fixed disposal rate shall apply to all HHW disposal activities noted in the Scope of Work. The fixed disposal rate shall be fully burdened with all costs associated with the disposal of each HHW pressurized container to include any container required for packaging or shipping, pallet, loading, labels/markings, disposal documentation, transportation, treatment, recycling or disposal along with any other costs associated with the disposal of HHW as specified in the Scope of Work.

Item No.	Waste Category	Disposal Method	Packaging Method	Final Disposal Facility* (Code)	Price per Pound	Reimbursement
1.	Covered Electronic Waste (Discarded Covered Electronic Devices)	R	Loosepack or pallet	ER0063	\$ \$0.24	\$ n/a
2.	Cathode Ray Tube Glass	XX LF	Bulk	BL	\$ \$0.58	\$ n/a
3.	Consumer Electronic Devices	R	Loosepack or pallet	ER0063	\$ \$0.52	\$ n/a
Subtotals for Section 1.18:					\$ \$1.34	\$ 0.00
Total for Section 1.18:					\$ \$1.34	
R = Recycling * Create a Code in the Final TSDF Listing Table (Section 1.19) and list the appropriate Final TSDF code for each waste type.						

Note item 2. Clean Harbors was unable to find a recycle outlet for CRT glass due to the lead content.

ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES

1.19 Final TSDF Listing. List below each Final TSDF location that will be utilized to treat, incinerate, recycle, or other disposal method for HHWs listed in Sections 1.14 – 1.18. Create a code for each designate final TSDF. Using the TSDF Code, write in that TSDF Code for each HHW type listed in Section 1.14–1.18. Each TSDF listed shall meet the requirements specified in the Exhibit B – Scope of Work.

Household Hazardous Waste – Final TSDF Listing	
TSDF Code*	TSDF Name, Address, EPA ID #
WI	Clean Harbors Wilmington, LLC 1737 East Denni Street, Wilmington, CA 90744 CAD044429835
DE	Clean Harbors Deer Park, LLC 2027 Independence Parkway South, La Porte, TX 77571 TXD055141378
KP	Clean Harbors Environmental Services, Inc. 2247 South Highway 71, Kimball, NE 69145 NED981723513
EL	Clean Harbors El Dorado, LLC 309 American Circle, El Dorado, AR 71730 ARD069748192
LT	Clean Harbors La Porte, LLC 500 Independence Pkwy South, La Porte, TX 77571 TXD982290140
AG	Clean Harbors Aragonite, LLC 11600 North Aptus Road, Dugway, UT 84022 UTD981552177
UC	Clean Harbors Clive, LLC 3.5 miles South of Mile Post 49 on I-80, Grantsville, UT 84029 UTD982595795
BL	Clean Harbors Buttonwillow, LLC 2500 West Lokern Road, Buttonwillow, CA 93206 CAD980675276
LG	Clean Harbors Lone Mountain, LLC Route 2, Box 170, Waynoka, OK 73860 OKD065438376
TFI	Thermo Fluids, Inc. (a Clean Harbors company) 4301 West Jefferson Street, Phoenix, AZ 85043 AZR000003681
TFILV	Thermo Fluids, Inc. (a Clean Harbors company) 4000 & 4020 Arcata Way, North Las Vegas, NV 89030 NVR000001925
ISOC	Industrial Service Oil Company, Inc. (a Clean Harbors company) 1700 South Soto Street, Los Angeles, CA 90023 CAD099452708

*Write in the correct TSDF Code for each HHW listed in Sections 1.14 – 1.18.

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.19 Final TSDF Listing. List below each Final TSDF location that will be utilized to treat, incinerate, recycle, or other disposal method for HHWs listed in Sections 1.14 – 1.18. Create a code for each designate final TSDF. Using the TSDF Code, write in that TSDF Code for each HHW type listed in Section 1.14–1.18. Each TSDF listed shall meet the requirements specified in the Exhibit B – Scope of Work.

Household Hazardous Waste – Final TSDF Listing	
TSDF Code*	TSDF Name, Address, EPA ID #
AL1961	American Cylinder, Inc. d/b/a All Safe Global, Inc. 26443 Fallbrook Avenue, Wyoming, MN 55092 MND982428344
IN1616	Interstate Battery of San Diego 9345 Cabot Drive, San Diego, CA 92126 EPA ID Not Applicable
KBI	Kinsbursky Brothers Supply, Inc. 125 E Commercial Street, Suite A, Anaheim, CA 92801 CAD088504881
BTSNAZ	Battery Solutions, LLC 618 E. Auto Center Drive, Suite 111, Mesa, AZ 85204 AZR000519256
C2R	Call2Recycle c/o INMETCO, LLC One INMETCO Drive, Ellwood City, PA 16117 PAD087561015
BGB	WeRecycle Battery Box c/o Retriev Technologies, Inc. 265 Quarry Road SE, Lancaster, OH 43130 OHD071654958
BETHAP	Bethlehem Apparatus Company, 890 Front Street, Hellertown, PA 18055 PAD002390961
BTHLHM	Bethlehem Apparatus Company, Inc. 935 Bethlehem Drive, Bethlehem, PA 18017 PA0000453084
SUP1402	Veolia ES Technical Solutions 5736 West Jefferson, Phoenix, AZ 85043 AZ0000337360+C14
LTNGCA	Lighting Resources, LLC 805 East Francis Street, Ontario, CA 91761 CAR000156125
EA0502	WM LampTracker, Inc. 5355 N. 51st Avenue, Suite 26, Glendale, AZ 85301 AZD982434185
USLAMP	US Lamp & Ballast Recycling, Inc. d/b/a Cleanlites Recycling, Inc. 7806 Anthony Wayne Ave, Cincinnati, OH 45216 OHR000109819

*Write in the correct TSDF Code for each HHW listed in Sections 1.14 – 1.18.

**ATTACHMENT 6
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES**

1.19 Final TSDF Listing. List below each Final TSDF location that will be utilized to treat, incinerate, recycle, or other disposal method for HHWs listed in Sections 1.14 – 1.18. Create a code for each designate final TSDF. Using the TSDF Code, write in that TSDF Code for each HHW type listed in Section 1.14–1.18. Each TSDF listed shall meet the requirements specified in the Exhibit B – Scope of Work.

Household Hazardous Waste – Final TSDF Listing	
TSDF Code*	TSDF Name, Address, EPA ID #
ICS	Industrial Container Services–CA, LLC 1540 South Greenwood Ave, Montebello, CA 90640 CAD042242081
DEM210	DeMenno Kerdoon d/b/a World Oil Recycling 2000 North Alameda St, Compton, CA 90222 CAT080013352
RE0454	Liquid Waste Solutions of Arizona, LLC 5159 West Van Buren, Phoenix, AZ 85063 AZR000030452
Trilogy	Trilogy MedWaste West. 4280 Bandini Boulevard, Vernon, CA 90058 EPA ID Not Applicable
CNTBYR	Centurion Container LLC - Phoenix 4420 N 42nd Ave, Phoenix, AZ 85019 EPA ID Not Applicable
ER0063	e-Recycling of California, Inc. 7201 Petterson Lane, Paramount, CA 90723 CAL000130029

*Write in the correct TSDF Code for each HHW listed in Sections 1.14 – 1.18.

1.20 Miscellaneous Containers and Materials. The Proposer shall provide a fixed price for each item listed. The fixed price shall be applied when appropriate as noted in the Scope of Work. The fixed price shall be fully burdened with all costs associated with the procurement, shipping, pallet, loading, unloading, documentation, transportation along with any other costs associated with the procurement and delivery of the item for a work activity as specified in the Scope of Work.

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
1.	5-Gallon Drum – Open Top	\$ 25.73	\$ Not Available	\$ 17.15	\$ Not Available	
2.	5-Gallon Drum – Closed Top	\$ 25.73	\$ Not Available	\$ 21.15	\$ Not Available	
3.	5-Gallon Drum – Screw Top	\$ Not Available	\$ Not Available	\$ 21.15	\$ Not Available	
4.	16-Gallon Drum – Open Top	\$ 76.60	\$ Not Available	\$ 61.17	\$ Not Available	
5.	16-Gallon Drum – Closed Top	\$ 76.60	\$ 76.60	\$ 61.17	\$ Not Available	
6.	30-Gallon Drum – Open Top	\$ 91.18	\$ 91.18	\$ 62.88	\$ Not Available	
7.	30-Gallon Drum – Closed Top	\$ 74.31	\$ 74.31	\$ 74.31	\$ Not Available	
8.	55-Gallon Drum – Open Top	\$ 75.46	\$ 75.46	\$ 78.32	\$ 68.60	
9.	55-Gallon Drum – Closed Top	\$ 75.46	\$ 75.46	\$ 78.32	\$ 68.60	
10.	85-Gallon Salvage Drum	\$ 229.80	\$ 229.80	\$ 229.80	\$ Not Available	

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
11.	Cubic Yard Box – DOT (Includes Liner)					\$ 88.32
12.	Cubic Yard Box – Non-DOT (Includes Liner)					\$ 55.46
13.	Conquest Box (Includes Liner)					\$ 32.87
14.	Drum Liners – 5 Gallon					\$ 2.00
15.	Drum Liners – 16 Gallon					\$ 2.57
16.	Drum Liners – 30 Gallon					\$ 2.57
17.	Drum Liners – 55 Gallon					\$ 4.85
18.	Conquest Box Liner					\$ 6.00
19.	Cubic Yard Box Liner					\$ 15.72
20.	Absorbent Pads (if box pricing provided, specify quantity per box: quantity _____/box)					\$ 59.73
21.	Ultrasorb-25 Lb. bag size					\$ 13.15

Item No.	Description	Pricing Per Each Item				
		Metal Container		Poly Container		Other
		New	Recon	New	Recon	
22.	Vermiculite – 4 cubic foot bag size					\$ 36.02
23.	Visqueen/Poly Sheeting – 6 mil					\$ 180.65
24.	Sharps Container – 1-quart					\$ Not Available
25.	Sharps Container – 1.5- quart					\$ 46.87
26.	Sharps Container – 1-gallon					\$ 64.02
27.	Fluorescent Tube Container, 4-foot size					\$ 26.00
28.	Fluorescent Tube Container, 4-foot size (large capacity)					\$ 105.00
29.	Fluorescent Tube Container, 8-foot size					\$ 45.00
30.	Fluorescent Tube Container, 8-foot size (large capacity)					\$ 105.00
31.	Hand Pump (disposable type)					\$ 37.00

32.	Cost Plus Containers/Materials Not Specified <u>20</u> %					
Subtotals for Section 1.20:		\$ 750.87	\$ 622.81	\$ 705.42	\$ 137.20	\$ 928.80
Recon = Reconditioned			Total for Section 1.20:		\$ 3,145.10	

Grand Total for Sections 1.3 through 1.20: \$ 4,286,712.54



Item # 100 B
10/29/24

(R-2025-173)

RESOLUTION NUMBER R- 315835

DATE OF FINAL PASSAGE NOV 06 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT, TRANSPORTATION, AND DISPOSAL SERVICES FOR A TWO-YEAR TERM WITH THREE ONE-YEAR OPTIONS TO RENEW IN AN AMOUNT NOT-TO-EXCEED \$20 MILLION, AND RELATED FUNDING ACTIONS.

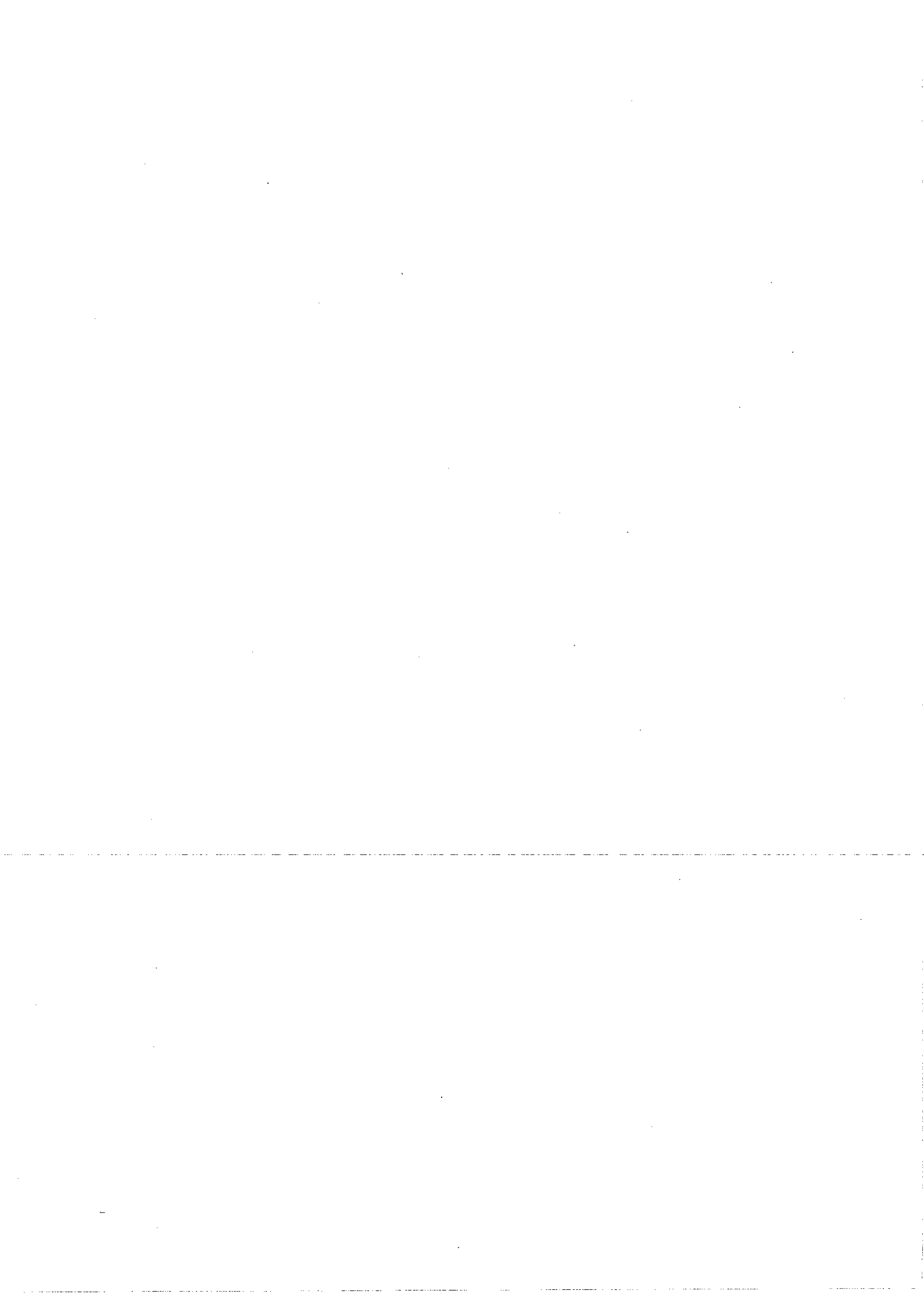
RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego's Environmental Services Department requires the household hazardous waste management, transportation, and disposal services (Services) of an environmental firm in order to implement the City's Household Hazardous Waste Element which is a requirement of the California Integrated Waste Management Act.

B. In March 2024, the City, through the Purchasing & Contracting Department, advertised Request for Proposal (RFP) No. 10090136-24-R for the Services to enter into a two-year agreement with three additional one-year options to renew the agreement. Clean Harbors Environmental Services, Inc. (Clean Harbors) submitted a bid in response to the RFP which was determined as the proposal representing the best overall value to the City, and Clean Harbors was selected to provide the Services.

C. Approval of the agreement will allow Clean Harbors to staff the Household Hazardous Waste Transfer Facility (HHWTF) at the Miramar Landfill. The operation of the HHWTF was adequately addressed in the Final Program Environmental Impact Statement/Master Environmental Impact Report for the Miramar Landfill General Development Plan/Fiesta Island Replacement Project/Northern Sludge Processing Facility/West Miramar



Landfill Overburden Disposal project (Project No. 91-0653/SCH No. 1991121022), certified by the Council on December 5, 1994, by San Diego Resolution R-285061. Therefore, this activity is part of a series of subsequent discretionary actions and is not considered a separate project for purposes of review under the California Environmental Quality Act (CEQA), Public Resources Code sections 21000 through 21189.3, and CEQA Guidelines, Title 14 California Code of Regulations sections 15378(c) and 15060(c)(3). Pursuant to Public Resources Code section 21166 and CEQA Guidelines section 15162, there is no change in circumstance, additional information, or project changes to warrant additional environmental review for this action.

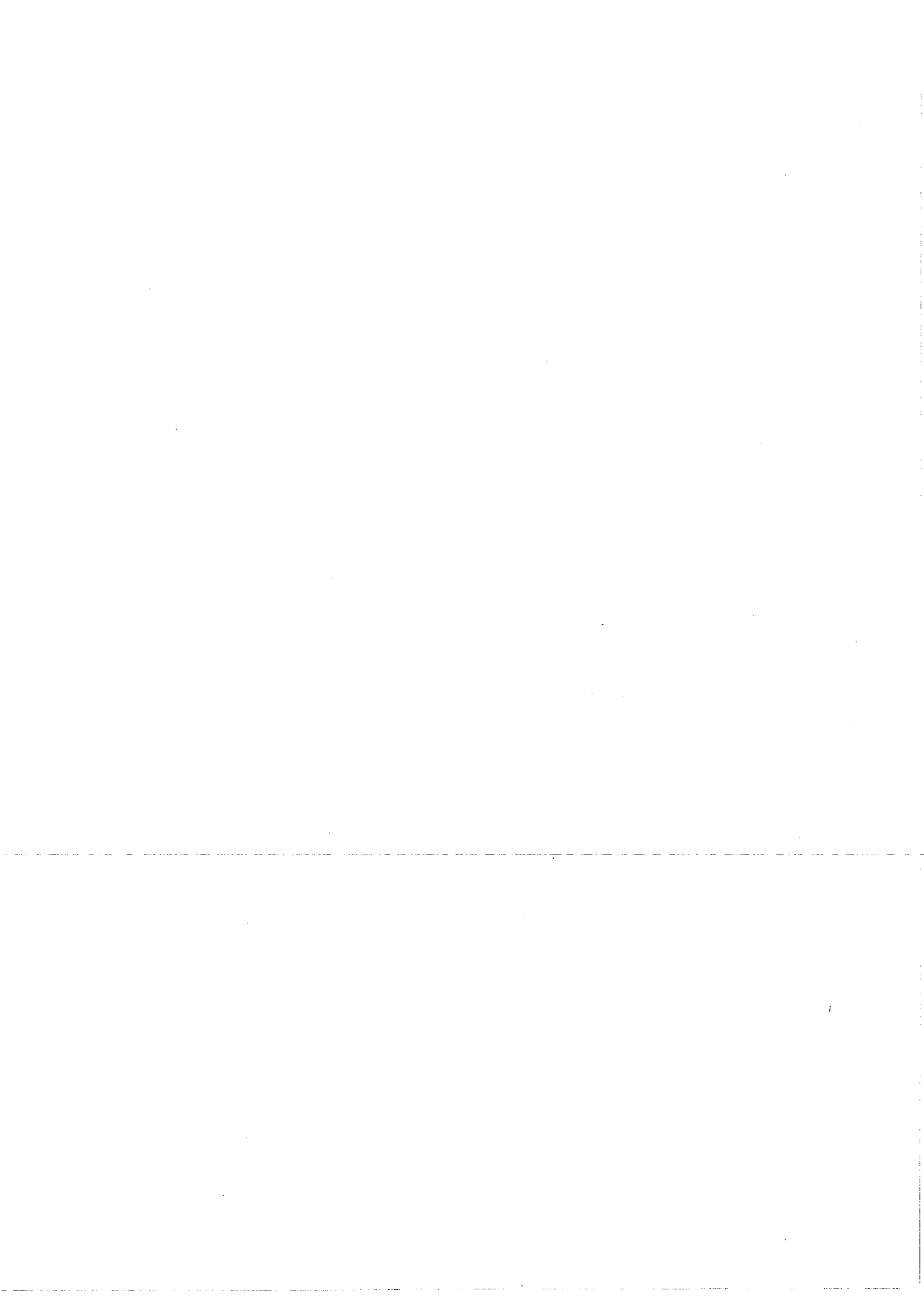
D. The Office of the City Attorney prepared this Resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Mayor, or designee, is authorized to execute an Agreement with Clean Harbors for Household Hazardous Waste Management, Transportation, and Disposal Services, for an initial two-year term beginning December 23, 2024, with options to renew for three additional one-year terms, in accordance with Request for Proposal No. 10090136-24-R and Clean Harbors' proposal in response to Request for Proposal No. 10090136-24-R (Agreement).


2. The Chief Financial Officer is authorized to expend an amount not to exceed \$20 million from the 700039 Refuse Disposal Enterprise Fund; the 700048 Recycling Enterprise Fund, and the 710001 CalRecycle Used Oil Payment Program Grant Fund, over the term of the Agreement contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more



certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

3. The Mayor, or designee, is authorized to exercise one or more options to extend the Agreement for up to three additional one-year terms under the terms and conditions set forth in the Agreement.

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Jeanne L. MacKinnon
Deputy City Attorney

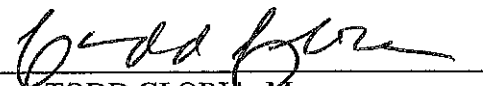
JLM:amt
September 23, 2024
Or.Dept: Environmental Services
Doc. No. 3805469

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on OCT 29 2024

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 11/4/24
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor



OCT 29 2024

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 06 2024

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Kristelle Medina, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- <u>315835</u>



Passed by the Council of The City of San Diego on October 29, 2024, by the following vote:

YEAS: LACAVA, WHITBURN, FOSTER III, VON WILPERT, LEE, CAMPILLO,
MORENO & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: CAMPBELL.

RECUSED: NONE.

VACANT: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315835 approved on October 29, 2024. The date of final
passage is November 6, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

