

## CONTRACT FOR SERVICES

THIS CONTRACT is entered into this 22 day of May 2017, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.** a STATE OF MA CORPORATION, with a business address at **42 LONGWATER DRIVE, P.O. BOX 9149, NORWELL, MA 02061**, hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **LARGE QUANTITY GENERATOR AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE MANAGEMENT SERVICES, (PROJECT NO. SEB-17-002)**, hereinafter referred to as "SERVICE".

### RECITALS

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.
- C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.
- D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

**1. SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in **Exhibit A** and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.

**2. COMPENSATION.** CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and reimbursement for costs shall not exceed **\$375,000.00** for three (3) years (\$125,000.00 per fiscal year), or as otherwise mutually agreed to in a Contract Change Order.

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CITY agrees: To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made once a month upon receipt and approval of progress invoices, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

Retention will be withheld from each progress payment at the rate of 5% of each contract payment in accordance with Public Contract Code.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

**3. SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A** which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **June 30, 2020**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit B**.

**4. CHANGE ORDERS.** CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

**5. RIGHTS AND DUTIES OF CITY.** CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

**6. OBLIGATIONS OF CONTRACTOR.** Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**7. TERMINATION.** This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

**8. CONTRACTOR STATUS.** In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

- a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other

term of employment or requirement of law shall be determined by CONTRACTOR.

- i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.
- ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

**9. ASSIGNMENT.** CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

**10. INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately

obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**11. INSURANCE.** During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of

insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor

upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

**12. HEADINGS NOT CONTROLLING.** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

**13. NOTICES.** Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR:	Clean Harbors Environmental Services, Inc. 2550 Del Monte Street Suite 140 West Sacramento, CA 95691	To City:	Public Works Director City of Stockton 22 E. Weber Avenue Suite 301 Stockton, CA 95202
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**14. CONFORMANCE TO APPLICABLE LAWS.** CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm> .

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit D**). The purpose of this policy is to reaffirm the CITY'S commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>.

d. PREVAILING WAGE RATES

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department

of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. **PAYROLL RECORDS** - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. **APPRENTICESHIP STANDARDS** - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor



Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

**15. LICENSES, CERTIFICATIONS, AND PERMITS.** Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

**16. RECORDS AND AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

**17. CONFIDENTIALITY.** CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

**18. CONFLICTS OF INTEREST.** CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

**19. WAIVER.** In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

**20. GOVERNING LAW.** California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. **DISPUTE RESOLUTION.** Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue. Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

22. **NO PERSONAL LIABILITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

23. **INTEGRATION AND MODIFICATION.** The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. **SEVERABILITY.** The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. **THIRD PARTY RIGHTS.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

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26. **AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

**CITY OF STOCKTON**

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

By:   
KURT O. WILSON  
CITY MANAGER

By:   
Signature

ATTEST:

Mark Mooney  
Print Name

By:   
for BONNIE PAIGE  
CITY CLERK



Title: VP Technical Services, West

APPROVED AS TO FORM:

By:   
DEPUTY CITY ATTORNEY

## SCOPE OF SERVICES

### A. Introduction.

The City of Stockton is seeking a qualified company to provide the following hazardous waste management functions:

1. Package, transport, and dispose of large quantity generator waste from the Municipal Utilities Department.
2. Package, transport, and dispose of large quantity generator waste from the Public Works corporation yard.
3. Package, transport, and dispose of conditionally exempt small quantity generator waste from various city departments.
4. Package, transport, dispose of waste from abatement projects, abandoned waste, emergency waste, etc.
5. Obtain EPA ID numbers as necessary and create a compliance log of City ID numbers.
6. Provide training on proper storage, labeling, and handling of on-site hazardous wastes for various departments, as needed.
7. Supply containers approved by the City for hazardous waste storage.

Proposer must respond to an appointment request within five working days and schedule the appointment within ten working days of the request.

Proposer will provide the City with a report of products and services provided, comparing them to show adherence to the City's Environmentally Preferable Procurement Policy.

The Proposer shall tour the facilities and incorporate pertinent information into the proposal. See Attachment L, Stockton Location Map, for project location. A mandatory single job-walk will be conducted on January 17, 2017 at 9 a.m.

### B. Current Services.

Hazardous waste disposal services are currently provided on an as needed basis with different companies for different services. The City would like to enter into a comprehensive contract with a qualified hazardous waste Company to consolidate these services. The disposal services currently being provided (2016) for the Municipal Utilities Department and for the Public Works Department are listed in Tables A and B, respectively.

## EXHIBIT A

1. Municipal Utilities Department  
Table A

# Manifests	Consolidated	Quantity	Units	Tons	Waste Code	Type of Waste
1	Yes	320	G		1.3344	221 Used oil, Non-RCRA Haz Waste
1	No	20	P		0.01 D007&8/172	NA3077, Haz Waste Solid (lead, chromium)
1	No	1000	p		0.5	223 Oily Debris, Non-RCRA Waste
1	No	225	p		0.1125	141 Vectobac 12AS Larvacide, Non-RCRA Waste
1	Yes	235	g		0.97995	221 Used oil, Non-RCRA Haz Waste
1	No	20	p		0.01 212, U002, D001	UN1090, Waste Acetone
1	No	5	p		0.0025 D001, 141	UN1498, Waste Sodium Nitrate
1	No	5	p		0.0025 D001, 141	UN1500, Waste Sodium Nitrite
1	No	1500	P		0.75	223 Oily Debris, Non-RCRA Waste
1	No	10	p		0.005 D002/141	Waste Corrosive Liquid (Phosphoric Acid/Hydroxyacetic Acid) 8, PGII
1	No	60	p		0.03 D001-2/141	Waste Nitric Acid 65 to 70%
1	No	70	p		0.035 D002/791	Waste Sulfuric Acid 90-100%
1	No	10	p		0.005	141 Non-RCRA Haz Waste Liquids - Iodine
1	No	10	p		0.005 D002/141	Waste Sulfuric Acid, 8, PGII
1	No	10	p		0.005 D002/141	Waste Sodium Hydroxide Solution, 8, PGII
1	No	10	p		0.005 D011/141	Haz Waste Solid (Silver Sulfate) 9, PGIII
1	No	10	p		0.005	141 Non-RCRA Haz Waste Solids - Potassium Sulfate
1	No	10	p		0.005	141 Non-RCRA Haz Waste Solids - Sodium Acetate Trihydrate
1	No	450	p		0.225	141 Non-RCRA Haz Waste Liquids - Vectobac 12AS Larvacide
1	No	1500	p		0.75	141 Non-RCRA Haz Waste Solids - Soda Ash (Sodium Carbonate)
1	No	1050	p		0.525	141 Non-RCRA Haz Waste Liquids - Aqua-Mag
1	No	125	p		0.0625 181/outs3191	Non-RCRA Haz Waste Solids - Non-PVC Ballast
1	No	10	p		0.005 D007/D008/172	Haz Waste Solid N.O.5. (Lead, Chromium metal fines), 9, PSIII
1	Yes	190	G		0.7923	221 Used oil, Non-RCRA Haz Waste
	No	50	P		0.025	Oily Debris, Non-RCRA Waste
	No	100	P		0.05	Flammable Solids- Denatured Alcohol
		220	P		0.11 UNV	Batteries/Ballasts
		220	P		0.11 UNV	Batteries/Ballasts
		125	P		0.0625 UNV	Aerosols
		250	P		0.125 UNV	Aerosols
		110	P		0.055 UNV	Batteries
		10	P		0.005 UNV	Waste Lamps/ Non DOT Regulated
		520	P		0.26 UNV	Waste Lamps/ Fluorescent Lamps
		160	P		0.08 UNV	Batteries, Wet Filled with Acid, 8
		100	P		0.05 UNV	Aerosols
		15	P		0.0075 UNV	Batteries
		250	P		0.125 DM	Aerosols
		35	G		0.14595 U279/231	Hazardous Waste Liquid, NOS 9, .P.G. 111
		250	P		0.125 U279/232	Hazardous Waste Solid, NOS 9, .P.G. 111

## EXHIBIT A

## 2. Public Works Department

Table B

Date	Quantity	UOM	Type of Waste
January 26, 2016	50	P	Hazardous Waste Solid N.O.S. Brake Shavings with Chromium
January 26, 2016	200	P	Combustible Liquid N.O.S. Diesel Asphalt Emulsion
January 26, 2016	900	P	Non RCRA Hazardous Waste Solids Oily Debris
January 26, 2016	1	P	Universal Waste Lamps Not DOT Regulated Halogen Lamps
January 26, 2016	40	P	Universal Waste Lamps Compact Fluorescent Lamps
January 26, 2016	135	P	Universal Waste Lamps Not USDOT Regulated
January 26, 2016	705	P	Universal Waste Lamps Fluorescent Lamps
January 26, 2016	1	P	Mercury Contained in Manufactured Articles Mercury Containing Equipment
January 26, 2016	1	P	Universal Waste Lamp Not USDOT Regulated Incandescent
January 26, 2016	30	P	Universal Waste Lamp Not USDOT Regulated Halogen Lamps
January 26, 2016	65	P	Batteries Web Non Spillable
January 26, 2016	150	P	Batteries Dry Containing Potassium Hydroxide Solid Universal Waste
January 27, 2016	3000	G	Non RCRA Hazardous Waste - Vac Oil Water Sludge
January 27, 2016	3000	G	Non RCRA Hazardous Waste - Vac Oil Water Sludge
January 28, 2016	200	P	Non RCRA Hazardous Waste - Used Oil Filters
January 28, 2016	3000	G	Non RCRA Hazardous Waste - Vac Oil Water Sludge
January 28, 2016	3000	G	Non RCRA Hazardous Waste - Vac Oil Water Sludge
February 1, 2016	260	G	Non RCRA Hazardous Waste - Used Oil
March 17, 2016	205	G	Non RCRA Hazardous Waste - Used Oil
April 25, 2016	10	K	Polychlorinated Biphenyls
April 25, 2016	600	P	Non RCRA Hazardous Waste - Used Oil Filters
April 25, 2016	100	P	Hazardous Waste Solid N.O.S. Brake Shavings with Chromium
April 25, 2016	900	P	Non RCRA Hazardous Waste Solids Oily Debris
April 25, 2016	200	P	Combustible Liquid N.O.S. Diesel Asphalt Emulsion
April 25, 2016	460	P	Universal Waste Lamps Fluorescent Lamps
April 25, 2016	100	P	Batteries Dry Containing Potassium Hydroxide Solid Universal Waste
April 25, 2016	95	P	Batteries Web Non Spillable
April 25, 2016	180	P	Non DOT Regulated Material Universal Waste - Lamp
April 28, 2016	190	G	Non RCRA Hazardous Waste - Liquid Ethylene
April 28, 2016	190	G	Non RCRA Hazardous Waste - Used Oil
June 21, 2016	900	P	Combustible Liquid N.O.S. Mixture Diesel Asphalt Combustible Liquid
June 23, 2016	405	G	Non RCRA Hazardous Waste - Used Oil
June 26, 2016	90	G	Non RCRA Hazardous Waste - Liquid Ethylene
July 29, 2016	500	P	Non RCRA Hazardous Waste - Used Oil Filters
July 29, 2016	300	P	Combustible Liquid N.O.S. Mixture Diesel Asphalt Combustible Liquid
July 29, 2016	40	P	Hazardous Waste Solid N.O.S. Brake Shavings WIT
July 29, 2016	400	P	Non RCRA Hazardous Waste Solids Oily Debris
July 29, 2016	25	P	Batteries Dry Containing Potassium Hydroxide Solid
July 29, 2016	100	P	Non DOT Regulated Material Universal Waste - Lamp
July 29, 2016	100	P	Universal Waste Lamps Fluorescent Lamps
August 15, 2016	185	G	Non RCRA Hazardous Waste - Liquid Ethylene
August 15, 2016	440	G	Non RCRA Hazardous Waste - Used Oil
August 18, 2016	80	P	Non DOT Regulated Material Universal Waste - Lamp
August 18, 2016	460	P	Universal Waste Lamps Fluorescent Lamps
September 1, 2016	25	P	Hazardous Waste Solid N.O.S. Brake Shavings WIT
September 8, 2016	250	P	Non RCRA Hazardous Waste - Used Oil Filters
September 21, 2016	100	G	Non RCRA Hazardous Waste - Liquid Ethylene
September 21, 2016	315	G	Non RCRA Hazardous Waste - Used Oil
September 22, 2016	250	P	Non RCRA Hazardous Waste - Used Oil Filters
September 8, 2016	750	P	Non RCRA Hazardous Waste Solids

**C. Environmental, Health and Safety Compliance.**

Company is responsible for its employees' compliance with all environmental, health and safety regulations. All staff provided by Company shall have current 40 hour Hazardous Waste Operations and Emergency Response ("HAZWOPER") Training and receive annual eight hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training, such as HM 181 (HM126), SB 198, respiratory protection, etc., must be obtained by Company staff as required by all state and federal laws.

Company shall prepare a written Injury and Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans shall be provided to the City of Stockton, CUPA, DTSC, Cal/OSHA and other state and local regulators upon request.

The Company will exercise utmost precaution for the protection of Company and City of Stockton staff, the public, site personnel, and property. The Company will install adequate safety guards and protective devices for all their equipment and machinery. All care will be employed to insure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

**D. Personal Protective Equipment.**

The Company understands that the scope of work requires its provision and use of personal protective equipment (PPE) including, but not limited to, Tyvek suits, gloves, booties, aprons, sleeve protectors, and respirator cartridges. It is mandatory that all operations personnel wear appropriate safety equipment. In addition to the PPE listed above and any that may be provided by the City of Stockton, the Company will provide their Chemists and Technicians with:

- a) Safety eye wear,
- b) Boots or shoes with steel toe and shank, and
- c) Respirator, when required.

**E. Vehicle and Driver Permits and Registrations.**

The Company will provide hazardous waste transportation and will ensure that all vehicles transporting hazardous wastes are properly registered, and that hazardous waste drivers have all required state and federal licenses. Copies of drivers' licenses must be provided to City of Stockton upon request. Company must notify City of Stockton in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked or suspended.

## EXHIBIT A

Company shall obtain all required federal, state and local permits for the responsibilities of the Company.

The Company will be responsible for preparing manifests and collecting LQG and CESQG waste from City facilities.

**F. Supplies and Equipment.**

The Company will be responsible for using, at the waste removal appointments, the appropriate supplies, materials, equipment, vehicles, and drivers as specified by federal and state laws/regulations for the management of hazardous wastes.

The Company shall furnish supplies and equipment necessary for the safe and legal unloading, segregating, packaging, transport and disposal of LQG and CESQG wastes. These supplies include, but are not limited to, those items listed in Attachment E as may be amended by Company and City of Stockton. The City may require that all waste billed at a per pound rate be weighed at the site of collection and that actual weight be listed on all manifests and BOLs and included on all required reports.

**G. On-site Hazardous Waste Management.**

The Company will provide a site supervisor, chemists, and at a minimum, OSHA forty-hour trained Environmental Technicians. The Company's Chemists will be primarily responsible for completing the following tasks:

- testing and identification of unknown wastes and determine the proper DOT hazard classes;
- segregating waste into compatible categories for bulking and/or lab packs;
- bulking or otherwise consolidating wastes;
- lab packing all non-bulkable household hazardous wastes;
- completing waste and drum inventories and providing quality assurance/quality control coordination to ensure acceptance of hazardous wastes by Treatment, Storage and Disposal Facilities (TSDFs); and labeling all drums containing hazardous or recyclable wastes.

**H. Manifests.**

The Company will prepare hazardous waste manifests and (BOLs) in compliance with all applicable regulations. Manifests will be clear and legible. The Company will submit a copy of the manifest to the DTSC within thirty (30) days of the collection appointment. The City will not be responsible for payment of additional costs because of manifest or BOL errors. All wastes charged at a per pound weight may, per request of Solid Waste Manager, be actual weights as provided by scale or other measuring device possessing current certification as appropriate and necessary. Those actual weights will be shown on manifests or BOLs.



## EXHIBIT A

Company shall provide a Waste Tracking Report or similar document to track all wastes taken from City of Stockton facilities through all TSDFs to receipt at the final destination. Certificates of Recycling, Disposal, Treatment or Destruction shall be sent to the City of Stockton once the waste has been recycled, treated, destroyed or landfilled. Report shall include all manifests, bills of lading, and any other pertinent documents.

**I. Hazardous Waste Recycling, Treatment, and Disposal.**

The Company will arrange for the ultimate disposition of wastes according to the following hierarchy: reuse, recycling, fuels blending, treatment/neutralization, incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling.

The Company must submit Certificates of Disposal as proof of treatment, recycling or disposal to the City of Stockton following the ultimate disposition of all wastes (including those wastes shipped on BOLs).

Company shall be responsible for conducting an annual compliance audit of the TSDFs that accept City wastes. The results of these audits are to be submitted to the City no later than ninety (90) days following completion of said audit.

The Company will provide all data needed to prepare the review.

**J. City of Stockton Program Responsibilities.**

**1. Appointments**

Solid Waste and Recycling staff will coordinate City department Small Quantity Generator collection requests with the company. Facilities Maintenance staff will coordinate Corporation Yard collections with the company. Municipal Utilities Department (MUD) staff will coordinate collections from MUD sites with the company.

**2. Staffing.** The City will provide a site contact for each appointment.

**3. Environmental Protection Agency Identification Numbers.** The City may assist with obtaining necessary EPA ID numbers from Cal/EPA for the operation of the collection programs as needed.

**4. Manifests.** The City representative will review all manifests for completeness and accuracy at the time of service. A designated and authorized City representative will sign the manifests or provide authorization for Company to sign on behalf of City of Stockton.

LQG & CESQG Hazardous Waste Management Services

**Section 12. Cost**

Please find Clean Harbors completed cost sheets in the separate sealed envelope per RFP instructions.

EXHIBIT B

**ATTACHMENT B**  
**LABOR DETAIL LQG, CESQG**

**On-Site Labor**

<b>Personnel Typ</b>	<b>Hour ST</b>	<b>\$/Hour (NOT Prevailing)</b>	<b>Hours OT</b>	<b>OT \$/Hour (NOT Prevailing)</b>	<b>Per Diem</b>
Project Manager	M-F 8am to 5pm	65	Over 8 ST hours & all day Saturday	97.5	150
Site Supervisor	M-F 8am to 5pm	65	Over 8 ST hours & all day Saturday	97.5	150
Lead Chemist	M-F 8am to 5pm	58	Over 8 ST hours & all day Saturday	87	150
Chemist/Specialist/ Driver	M-F 8am to 5pm	53	Over 8 ST hours & all day Saturday	79.5	150
Technician	M-F 8am to 5pm	45	Over 8 ST hours & all day Saturday	67.5	150

**Labor rates are billed portal to portal**

Prevailing wages do not apply to the rates above. Should any future services be subject to prevailing wage the wages will be quoted on a case by case basis for the specific project.

## ATTACHMENT C

## STANDARD EQUIPMENT, SUPPLY LIST AND PRICING

Item	Unit	Unit Cost
Duct Tape (specify size) 2inch X 60 yards roll	Roll	10.51
Spray Adhesive (specify size)	Ea	n/a
20x100 Visqueen (specify thickness) 6mil	Ea	100
12x100 Visqueen (specify thickness)	Ea	CBC
Tarps 16x20 (specify thickness and material)	Ea	Cost + 15%
Tarps 20x30 (specify thickness and material)	Ea	Cost + 15%
Tarps 30x40 (specify thickness and material)	Ea	Cost + 15%
Dumpster Liners	Ea	65
Directional Signs (on site-specify)	Ea	n/a
Directional Signs (off site-specify)	Ea	n/a
Traffic Cones	Each per	1.35
Fluorescent Tube Containers 4'	Ea	85
Fluorescent Tube Containers 8'	Ea	56
Cubic Yard Un Boxes	Ea	75
Cubic Yard Non-Un Boxes	Ea	55
Cubic Meter Un Boxes	Ea	n/a
Cubic Meter Non-Un Boxes	Ea	n/a
55 Gallon 1A2 Drum (steel)	Ea	45
55 Gallon 1H2 Drum (poly)	Ea	48
30 Gallon 1A2 Drum (steel)	Ea	83
30 Gallon 1H2 Drum (poly)	Ea	45
15 Gallon 1A2 Drum (steel)	Ea	74
15 Gallon 1H2 Drum (poly)	Ea	60
5 Gallon 1H2 Drum (poly)	Ea	14
85 Gallon 1A2 Overpack Drum	Ea	170
Drum Liners	Box	115
5 Gallon Plastic Bags	Ea	Cost + 15%
Asbestos Liners	Roll	Cost + 15%
Vermiculite	Bag	41
Absorbent (specify type) Corn Cob 40lb bag	Ea	15
Absorbent Pads (assorted)	Bags	46
D.O.T. Labels (assorted)	Rolls	18
Hazardous Waste Labels	Roll	95
Packing Lists w/Envelope	Ea	n/c
Tyvek (various sizes)	Box	Cost + 15%
Safety Glasses	Ea	included in PPE
Face Shields	Ea	included in PPE
Respirator (1/2 face)	Ea	included in PPE
Respirator Cartridges	Ea	included in PPE
Leather Gloves	Ea	included in PPE
Chemical Resistant Gloves	Pair	included in PPE
Cotton Glove Liners	Pair	included in PPE
Labpack Gloves (specify)	Box	included in PPE
Aprons	Ea	n/a
Boot Covers	Pair	included in PPE
pH Paper	Box	Cost + 15%
Stretch Wrap (specify size) 18" X 1500', 70 GAUGE	Roll	42

ATTACHMENT K  
EXHIBIT B

Pallets	Ea	20
Oxidizer Paper	Tubes	Cost + 15%
Drum Markers	Box	n/c for use *
Drum Dolly	Ea	n/c for use *
Unloading Carts	Ea	n/c for use *
Bung Wrench	Ea	n/c for use *
Speed Wrench	Ea	n/c for use *
Socket Wrench	Ea	n/c for use *
Paint Tools (spatula, can openers)	Ea	n/c for use *
Paint Bulking Trees	Ea	n/c for use *
Equipment Truck (specify size/driver) Pickup Truck w/o Driver	day	125
Equipment Truck (specify size/driver) Utility Truck w/o Driver	hr	25
Equipment Truck (specify size/driver) Vac Truck, 120bbl w/o Driver	hr	48
Forklift (includes delivery)	1 Day	Cost + 15%
Sorting Tables (specify)	Ea	n/c for use *
Portable Scale	Ea	n/c for use *
Security Guard	Per Hour	Cost + 15%
Canopy/Tent (specify size)	Per Day	n/c for use *
Portable Toilet	Per Event	Cost + 15%
<b>Be sure to specify appropriate</b>		
<b>For any other consumables please add to electronic sheet - attach additional sheet for hard copy</b>		
Level C PPE	set	55
Level D PPE	set	25

n/c for use \* - these items are included when Clean Harbors provides full services hazardous waste management. Rates for purchase would need to be quoted on a case by case basis.

EXHIBIT B

ATTACHMENT D (2017)

DISPOSAL PRICING MATRIX FOR HAZARDOUS WASTE COLLECTIONS

\*\* Average weight of container including waste and all packaging material. These rates are for disposal only, labor, equipment, materials and transportation will be billed in addition to these rates

Waste Type	Waste Profile(s) Required	Waste Management Method(s)	Waste Container Management Method(s)	Waste Packaging Method(s)	Yard Box	Average Weight*	55 Drum	Average Weight**	30 Drum	Average Weight**	5 Drum	Average Weight**	Other	Average Weight**	Cost Per Pound	Notes	CH WCC
LATEX PAINT-GOOD	Yes	RC	RC or LF	LO	357	797	102.00	300	76.50	225	30.60	18					LFB3
LATEX PAINT-BAD/SLUDGE	Yes	LF	LF	BU	n/a	n/a	86.70	470	65.03	353	30.00	37					CBPS
OIL BASED PAINT (Combine with Loosepack Flammable Liquids)	Yes	FB	DI	LO	535.5	700	153.00	270	114.75	203	45.90	20					LPTP
OIL BASED PAINT	Yes	FB	DI	BU	n/a	n/a	76.50	426	57.38	320	25.00	35					FB2
OIL BASE PAINT WITH PCBs	Yes	DI	DI	BU	n/a	n/a	357.00	480	267.75	360	107.10	39					OH3
OIL BASE PAINT SLUDGE	Yes	FB	DI	BU	n/a	n/a	96.90	470	72.68	353	29.07	37					FB3
FLAMMABLE LIQUIDS	Yes	FB	DI	BU	n/a	n/a	56.10	426	42.08	320	25.00	39					FB1
FLAMMABLE LIQUIDS	Yes	FB	DI	LP	n/a	n/a	178.50	270	133.88	203	53.55	21					LFB1A,CCR
HALOGENATED SOLVENTS	Yes	FB or DI	DI	BU	n/a	n/a	142.80	470	107.10	353	42.84	37					A40
NON- HALOGENATED SOLVENTS	Yes	FB	DI	BU	n/a	n/a	56.10	426	42.08	320	25.00	35					FB1
SOLVENT SLUDGE	Yes	FB	DI	BU	n/a	n/a	137.70	470	103.28	353	41.31	37					FB4
RESINS/ TAR/ ADHESIVES	Yes	DI	DI	LO	803.25	676	229.50	270	172.13	203	68.85	21					LPTN
FLAMMABLE SOLIDS (such as solvent contaminated rags)	Yes	FB or DI	DI	BU	535.5	350	153.00	120	114.75	90	45.90	13	80lb surcharge if >200 lbs per 55gal				FB5
LEAD PAINT CHIPS	Yes	LF	LF	BU	n/a	n/a	161.16	426	120.87	320	48.35	35					CCS
WASTE MOTOR OIL	Yes	RC	RC OR DI	BU	n/a	n/a	92.82	250	69.62	125	25.00	20	0.30/gal	8.2 Initial		bulk loads serviced by Safety-Kleen, additional fees	A31
WASTE MOTOR OIL CONTAMINATED	Yes	FB	DI	BU	n/a	n/a	56.10	426	42.08	320	25.00	35	CBC				FB1
OIL FILTERS	Yes	RC	RC, LF or DI	LO	357	620	102.00	205	76.50	154	30.60	15					COF
ETHYLENE GLYCOL	Yes	RC	RC, LF or DI	BU	n/a	n/a	102.00	250	76.50	125	30.60	20					B35
FIRE EXTINGUISHER (NOT RE-USABLE)	Yes	RC	RC, LF or DI	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	25.50	10lbs ea		rate per lecture size	LCY2-CYLE
FIRE EXTINGUISHER (RE-CHARGEABLE)	Yes	RC	RC, LF or DI	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	25.50	10lbs ea		rate per lecture size	LCY2-CYLE
COMPRESSED GAS CYLINDERS <5 (PROPANE/BUTANE)	Yes	RC	RC, LF or DI	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	14.28	3 lbs ea		rate per lecture size	LCY1-CYLE
													22.44	6 lbs ea		rate per small size	LCY1-CYSM
													61.20	24 lbs ea		rate per medium size	LCY1-CYME
COMPRESSED GAS CYLINDERS 5 GAL OR > (PROPANE)	Yes	RC	RC, LF or DI	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	178.50	75 lb ea		rate per large size	LCY1-CYLG

NOTES:  
 N/A= NOT APPLICABLE  
 WASTE MANAGEMENT METHODS- RU= REUSE, RC= RECYCLE, FB= FUEL BLENDING, TR= TREATMENT/NEUTRALIZE, DI= DESTRUCTIVE INCINERATION, SB= STABILIZATION/SOLIDIFY/LANDFILL, LF= LANDFILL, (I), (R), OR (H)= CLASS I, R, OR H LANDFILL.  
 WASTE CONTAINER MANAGEMENT METHODS- RC= RECYCLE, DI= DESTRUCTIVE INCINERATION, FB= FUEL BLENDING, LF= LANDFILL, (I), (R), OR (H)= CLASS I, R, OR H LANDFILL.  
 WASTE PACKAGING METHODS- LO= LOOSE PACK, LP= LAB PACK, BU= BULKING, CH= CONTAINERIZING  
 WASTE CONTAINER TYPE- DR= STEEL DRUM, DF= FIBER DRUM, DP= PLASTIC DRUM, PB= PLASTIC BUCKET

EXHIBIT B

Waste Type	Waste Profile(s) Required	Waste Management Method(s)	Waste Container Management Method(s)	Waste Packaging Method(s)	Yard Box	Average Weight*	65 Drum	Average Weight*	30 Drum	Average Weight*	5 Drum	Average Weight*	Other	Average Weight*	Cost Per Pound	Notes	CH WCC
COMPRESSED GAS CYLINDERS UNKNOWN	Yes	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1,020.00 1,224.00	5 lbs ea 20 lbs ea		rate per lecture size rate per small size	LCY11- LCY11-
PCB CONTAINING BALLAST	Yes	DI	DI	LO	n/a	n/a	178.50	600	133.88	360	53.55	38					CHBL
OTHER PCB CONTAINING WASTE	Yes	DI	DI	LP	n/a	n/a	357.00	270	267.75	203	107.10	21					LCHSI
OTHER PCB CONTAINING WASTE	Yes	DI	DI	LP	n/a	n/a	357.00	270	267.75	203	107.10	21					LCHSI
CORROSIVE AEROSOLS	Yes	DI	DI	LO	803.25	430	229.50	190	172.13	143	68.85	13					LCCRQ
FLAMMABLE AEROSOLS	Yes	DI	DI	LO	803.25	430	229.50	190	172.13	143	68.85	13					LCCRQ
POISON AEROSOLS	Yes	DI	DI	LO	803.25	430	229.50	190	172.13	143	68.85	13					LCCRQ
CYANIDES	Yes	DI	DI	LP	n/a	n/a	229.50	250	172.13	188	68.85	23					LCCR
REACTIVE CYANIDES	Yes	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$128/6		2.55		LRCT
SULFUR SOLID	Yes	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$128/6		2.55		LRCT
REACTIVE SULFIDES	Yes	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$128/6		2.55		LRCT
ELEMENTAL MERCURY	Yes	RC	RC, LF or DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$367/5		18.36		LCHG1
ORGANIC MERCURY COMPOUNDS	Yes	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$367/5		12.24		LCHG1
DIOXIN PRECURSORS	Yes	DI	DI	LP	n/a	n/a	1,428.00	250	1,071.00	188	428.40	23					LCCRP
ORGANIC POISONS/ PESTICIDES- SOLID	Yes	DI	DI	LP	n/a	n/a	229.50	260	172.13	188	68.85	23					LCCR
ORGANIC POISONS/ PESTICIDES- LIQUID	Yes	DI	DI	LP	n/a	n/a	229.50	260	172.13	188	68.85	23					LCCR
EH POISONS/ PESTICIDES SOLID	Yes	DI	DI	BU	n/a	n/a	267.14	260	200.35	188	80.14	23					D92K
EH POISONS/ PESTICIDES LIQUID	Yes	DI	DI	BU	n/a	n/a	160.65	260	120.49	188	60.00	23					D90K
INORGANIC POISONS/ PESTICIDES SOLID	Yes-generic*	DI	DI	LP	n/a	n/a	229.50	260	172.13	188	68.85	23					LCCR
INORGANIC POISONS/ PESTICIDES LIQUID	Yes-generic*	DI	DI	LP	n/a	n/a	229.50	260	172.13	188	68.85	23					LCCR
WATER REACTIVE COMPOUNDS, FLAMMABLE GAS PRODUCING, HEAT GENERATING	Yes-generic*	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$128/5 min		2.55		LRCT

NOTES:  
 N/A= NOT APPLICABLE  
 F-1 page 2  
 WASTE MANAGEMENT METHODS- RU= REUSE, RC= RECYCLE, FB= FUEL BLENDING, TR= TREATMENT/NEUTRALIZE, DI= DESTRUCTIVE INCINERATION, SB= STABILIZATION/SOLIDIFY/LANDFILL, LF= LANDFILL, (I), (II), OR (III) = CLASS I, II, OR III LANDFILL.  
 WASTE CONTAINER MANAGEMENT METHODS- RC= RECYCLE, DI= DESTRUCTIVE INCINERATION, FB= FUEL BLENDING, LF= LANDFILL, (I), (II), OR (III) = CLASS I, II, OR III LANDFILL.  
 WASTE PACKAGING METHODS- LO= LOOSE PACK, LP= LAB PACK, BU= BULKING, CH= CONTAINERIZING  
 WASTE CONTAINER TYPE- CH= STEEL DRUM, DF= FIBER DRUM, DP= PLASTIC DRUM, PB= PLASTIC BUCKET

EXHIBIT B

Waste Type	Waste Profile(s) Required	Waste Management Method(s)	Waste Container Management Method(s)	Waste Packaging Method(s)	Yard Box	Average Weight*	55 Drum	Average Weight*	30 Drum	Average Weight*	5 Drum	Average Weight*	Other	Average Weight*	Cost Per Pound	Notes	CH WCC
WATER REACTIVE COMPOUNDS-ACID GAS PRODUCING	Yes- generic*	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1285 min	25	2.55		LRCT
WATER REACTIVE COMPOUNDS-AMMONIA GAS PRODUCING	Yes- generic*	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1285 min	25	2.55		LRCT
HYPOCHLORITE COMPOUNDS	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRO
NON-HYPOCHLORITE OXIDIZING	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRO
ORGANIC BASES- SOLIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRB
ORGANIC BASES, LIQUIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRB
INORGANIC BASES, SOLIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRB
INORGANIC BASES- LIQUIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRB
NEUTRAL OXIDIZERS	Yes-	DI	DI	LP	n/a	n/a	229.50	250	172.13	170	68.85	21					LCCRO
OXIDIZING ACIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRO
OXIDIZING BASES	Yes-	DI	DI	LP	n/a	n/a	229.50	270	172.13	203	68.85	21					LCCRO
INORGANIC ACIDS- SOLIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRA
INORGANIC ACIDS- LIQUIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRA
INORGANIC ACIDS, LIQUIDS WITH REGULATED METALS	Yes- generic*	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRA
ORGANIC ACIDS, SOLIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRA
ORGANIC ACIDS- LIQUIDS	Yes-	DI	DI	LP	n/a	n/a	229.50	240	172.13	180	68.85	18					LCCRA
AQUEOUS SOLUTIONS WITH REGULATED METALS	Yes	TR	RC, LF or DI	BU	n/a	n/a	163.20	460	122.40	340	48.96	40					B36A
AQUEOUS SOLUTIONS WITH LESS THAN 10% ORGANIC	Yes	DI	DI	BU	n/a	n/a	161.16	460	120.87	340	50.00	40					A22K
ORGANIC PEROXIDES	Yes-	DI	DI	LP	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1285		2.55		LRCTO
PHOTOGRAPHIC WASTE	Yes	DI	DI	BU	n/a	n/a	161.16	460	120.87	340	50.00	40					A22K
SOLID LEAD WASTE (SOLDER)	Yes	RC	RC, LF or DI	BU	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	178.50	50			REC3
ASBESTOS	Yes	LF	LF	BU	481.95	530	137.70	217	103.28	163	41.31	15					CNIA

NOTE: N/A= NOT APPLICABLE  
 WASTE MANAGEMENT METHODS- RU= REUSE, RC= RECYCLE, FB= FUEL BLENDING, TR= TREATMENT/NEUTRALIZE, DI= DESTRUCTIVE INCINERATION, SS= STABILIZATION/SOLIDIFY/LANDFILL, LF= LANDFILL, (I), (II), OR (III) = CLASS I, II, OR III LANDFILL.  
 WASTE CONTAINER MANAGEMENT METHODS- RC= RECYCLE, DI= DESTRUCTIVE INCINERATION, FB= FUEL BLENDING, LF= LANDFILL, (I), (II) OR (III) = CLASS I, II, OR III LANDFILL.  
 WASTE PACKAGING METHODS- LO= LOOSE PACK, LP= LAB PACK, BU= BULKING, CH= CONTAINERIZING  
 WASTE CONTAINER TYPE- DI= STEEL DRUM, DF= FIBER DRUM, DP= PLASTIC DRUM, PB= PLASTIC BUCKET



EXHIBIT B

Waste Type	Waste Profile(s) Required	Waste Management Method(s)	RC, LF or D+ B29, R29	Waste Packaging Method(s)	Yard Box	Average Weight*	55 Drum	Average Weight*	30 Drum	Average Weight*	5 Drum	Average Weight*	Other	Average Weight*	Cost Per Pound	Notes	CH WCC
LEAD ACID BATTERIES	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$525 min	13 lb ea	0.41		LBLA
HOUSEHOLD BATTERIES	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	625	n/a	446	n/a	42	\$695 min		0.92		LBD1
RECHARGABLE BATTERIES (NI-Cd, NI-MH, LI-Ion, Small-Sealed-Pb)	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	446	n/a	42	\$695 min		0.87	no lithium or lead acid	LBD2
FLUORESCENT LIGHT TUBES- STRAIGHT	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		1	1.02		CFL1
FLUORESCENT LIGHT TUBES-MISC (U TUBE, CIRCULAR, ETC)	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		.26/ bulk	2.04		CFL2
COMPACT FLUORESCENT LIGHTS	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		.21/	2.04		CFL8
OTHER UNIVERSAL WASTE LAMPS	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		.90 lb/	3.57		CFL4,5,6 or 7
UNIVERSAL WASTE-MERCURY CONTAINING EQUIPMENT	Yes- generic*	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	969.00	94	280.50	17					LCHG2
UNIVERSAL WASTE CRT'S (CEW's)	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		600	0.21		ECEW
OTHER ELECTRONICS	Yes	RC	RC, LF or D	LO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		500	0.46		EEE
NON-RCRA- LIQUID	Yes	LF	LF	BU	n/a	n/a	86.70	460	65.03	340	30.00	40					CBPS
NON-RCRA- SOLID	Yes	LF	LF	BU	242.76	650	69.36	275	52.02	207	30.00	30					CBP
SOLID DEBRIS CONTAMINATED	Yes	LF	LF	BU	242.76	430	69.36	190	52.02	143	30.00	13					CBP
WASTE ABSORBENT	Yes	LF	LF	BU	242.76	600	69.36	260	52.02	202	30.00	25					CBP
SHARPS (no medical waste)	Yes	DI	DI	LO	n/a	n/a	204.00	150	153.00	115	61.20	14					CCRX
EMPTY 55 DRUMS	Yes	LF	LF	BU	n/a	n/a	30.60	45	22.95	25	15.00	5					D23
EMPTY METAL CANS <5 GALLONS	Yes	LF	LF	LO	242.76	425	69.36	115	52.02	87	30.00	12					CNO/CBP
OTHER, PLEASE SPECIFY																	
OILY WATER	Yes	RC	RC OR DI	BU	n/a	n/a	128.52	460	96.39	340	40.00	40	1.68/gal	8.7 lb/gal		bulk loads serviced by Safety-Kleen, additional fees of \$308/washout & \$123/halogen test apply	A32

NOTES:

N/A= NOT APPLICABLE

WASTE MANAGEMENT METHODS: RU= REUSE, RC= RECYCLE, FB= FUEL BLENDING, TR= TREATMENT/NEUTRALIZE, DI= DESTRUCTIVE INCINERATION, SB= STABILIZATION/SOLIDIFY/LANDFILL, LF= LANDFILL, (1), (2), OR (3) = CLASS 1, 2, OR 3 LANDFILL.

WASTE CONTAINER MANAGEMENT METHODS: RC= RECYCLE, DI= DESTRUCTIVE INCINERATION, FB= FUEL BLENDING, LF= LANDFILL, (1), (2), OR (3) = CLASS 1, 2, OR 3 LANDFILL.

WASTE PACKAGING METHODS: LO= LOOSE PACK, LP= LAB PACK, BU= BULKING, CP= CONTAINERIZING

WASTE CONTAINER TYPE: DM= STEEL DRUM, DF= FIBER DRUM, DP= PLASTIC DRUM, FB= PLASTIC BUCKET

\* These labpacks can be done with a generic labpack profile

## ATTACHMENT E

### Weight Matrix for Hazardous Waste Collection

Packaging Type	Size	Container Weight (pounds)	Absorbent Per Container (pounds)
Yard Box, Fiber		70	
Yard Box, Plastic		N/A	
Drums, Metal	85 gal	64	0-25
	55 gal	45	0-25
	30 gal	25	0-20
	20 gal	N/A	0-15
	15 gal	N/A	0-12
	5 gal	6	0-5
Drums, Fiber	85 gal	N/A	
	55 gal	N/A	
	30 gal	N/A	
	20 gal	N/A	
	15 gal	N/A	
	5 gal	N/A	
Drums, Plastic	85 gal	N/A	0-25
	55 gal	24	0-25
	30 gal	14	0-20
	20 gal	N/A	0-15
	15 gal	13	0-12
	5 gal	3	0-5
Absorbent, Vermiculite	1 gal	16	
Absorbent, Oilsorb	1 gal	25	

1. Provide dimensions of Cubic Yard UN Box 36 h x 36 w x 36 d\*
2. Provide dimensions of Cubic Yard Non-UN Box 36 h x 36 w x 36 d\*
3. Are the container weights being used estimated or actual weights? estimated
4. What type of adsorbent is used in the drums? vermiculite

\* List any other box dimensions that are used ie: Meter Box or Low Profile Box

**ATTACHMENT F**  
**LQG and CESQG PRICING**

	Management Method	Packaging Type	Cost Per Gallon*	Cost per 5 Gallon*	Cost Per Pound**
Flammable Solids					
Flammable Liquids					
Bulked Flammable Liquids					
Oil-Based Paint & Related					
Poison Solids					
Poison Liquids					
Reactives					
Inorganic Acid					
Organic Acid					
Inorganic Base					
Organic Base					
Neutral Oxidizer					
Organic Peroxide					
Oxidizing Acid					
Oxidizing Base					
PCB Containing Paint					
Other PCB Waste					
Corrosive Aerosols					
Flammable Aerosols					
Antifreeze					
Lead Acid Batteries					
Fluorescent Lamps (Linear Ft)					
Latex Paint (Recyclable)					
Latex Paint (Non-recyclable)					
Motor Oil					
Oil Filters					
Mercury					
Household Batteries (Recyclable)					
Household Batteries					
Class 9 Non-RCRA Solids					
Class 9 Non-RCRA Liquids					
Asbestos					
Propane Cylinders					
Helium Tanks					
Other					

Service charge to set up appointment \_\_\_\_\_

**Management Method** - RC=Recycle, FB=Fuels Blending, DI=Destructive Incineration,  
ST=Stabilization, NE= Neutralization, LF=Landfill

**Packaging Type** - BU=Bulk, LP=Labpack, LO=LoosePack, PA=Palletize, YD=Yard Box/TUBSKID

\* Charges are per container

\*\*If charges are based on cost per pound please indicate how the weight will be determined. If using conversion state method of conversion.

ATTACHMENT G

Minimum Container Volumes: Complete the following proposed standard minimum material volumes for each packaging method and corresponding container size

Packaging Method	Container Size	Minimum Volumes* (gallons / pounds)	Notes / Other
Lab Pack:	5 gallon		
	15 gallon		
	55 gallon		
Loose Pack:	5 gallon		
	15 gallon		
	55 gallon		
Bulk:	5 gallon		
	15 gallon		
	55 gallon		
Other approved container:	size : _____		
Other approved container:	size : _____		

\* Include the proposed minimum material volumes in both gallons and pounds (x gallons / x pounds) for each container size.

Note: If your operations do not use a particular packing method or container size do not provide minimum volumes for this category; make comments/explanations in "Notes/Other" column.

We do not have minimum volumes for all waste types and the mimimums we do have are different depending on the waste type. Please see our specific minimums on the Disposal Cost Proposal.

**General Pricing Conditions*****Assumptions and Considerations***

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

1. Clean Harbors will hold pricing firm for the first 12 months of any resulting contract. Each year thereafter the price will be reviewed and may be increased based on the Consumer Price Index (CPI-U). All annual increases as a result of a change in the CPI-U will be capped at 5%.
2. All approved ("Approved") waste streams are coded with Clean Harbors' Waste Classification Codes, which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, sample, representative analysis or MSDS must be submitted prior to approval and scheduling. A copy of these codes is attached.
3. Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
4. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
5. All pricing presented in this contract is based on Clean Harbors' ability to utilize our approved network of audited TSDFs. If the number of sites approved by (CLIENT) is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
6. Local, state and federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes are not included in disposal pricing and will be added to each invoice as applicable.
7. Container Size Disposal Pricing as a Percent of 55-Gallon Drum Prices

Different size container pricing will be priced accordingly. Odd sizes not covered herein will be priced case-by-case.

Container Size	Container Multiplier*
5 gallon or less	55 gallon price x 0.30 or drum minimums listed below whichever is greater

6 gallon – 20 gallon	55 gallon price x 0.60
21 gallon – 30 gallon	55 gallon price x 0.75
31 gallon – 55 gallon	55 gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55 gallon price x 1.45
Cubic Yard Boxes	55 gallon price x 3.50
Tote (<300 gallon)	55 gallon price x 5.00
Tote (300 - 375 gallon)	55 gallon price x 6.30

\*Or as otherwise indicated on bid spreadsheet.

#### 8. 5-Gallon Drum Minimums

The following waste streams in 5-gallon containers will be priced as listed rather than the standard 30% of the 55-gallon rate. Using the standard conversion would actually price these particular streams below our cost to dispose of them.

Waste Description	Minimum Charge
Electronics	\$15.00
Solvents, Fuels, Non-Haz Landfill	\$40.00
PCB Reclamation, Empty Drum Incineration	\$50.00
Clean Extraction System (CES), Non-Haz Incineration, Batteries (except Lithium & Mercury), Light-Treat WWT, Haz Landfill, Lab Packs for: Fuel, WWT, & Landfill	\$65.00
Incinerable Liquids, Lightweight Incinerable Solids, Solid Fuels, Lab Packs for Incineration, PCB Landfill, Bio Haz Waste, Corrosive Fuels	\$85.00
Incinerable Solids, PCB Incinerables, A99s (other than reactives and direct burns), Oxidizers, Heavy-Treat WWT, RCRA Medical Waste, Canadian Landfill, and NORM Waste	\$140.00
Lab Pack Reactives, Bulk Reactives, Direct Burns, Mercury Debris, Mercury Batteries, Lithium Batteries	\$200.00
DEA Controlled Substances	\$250.00
Mercury Compounds/Salts/Solutions, Mercury for Incineration, Lab Packs for Stabilization with High Arsenic	\$425.00
Reactive Alkali Earth Metals for Incineration	\$550.00
Dioxins for Incineration in Canada, DEA Controlled Lab Packs for Reverse Distribution	\$870.00

Bulbs	\$58.00 per CHES waste class code
Empty Drums/Empty PCB Drums	
≤ 5gal	\$15.00
> 5gal < 20gal	\$20.00
≥20gal	\$40.00

9. Dedicated or non-milkrun emergency pickups will be charged at full truckload price. Cancellation of a pickup with less than 24 hours notice will incur a \$287.00 cancellation fee.
10. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
11. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at the quoted overtime rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
12. Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
13. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
14. Unless specifically notated in the equipment description, all equipment rates are un-operated.
15. Repairs to damaged Clean Harbors' owned or leased rolloff containers or other equipment by a customer will be invoiced at a quoted hourly rate for labor and parts will be invoiced at cost plus 30%.
16. Customer must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the Customer. Contractor will work with Customer to minimize costs associated with return of waste.
17. Clean Harbors requires free and easy access to each pickup site. Drums/containers must be

in DOT shippable condition.

18. Reactive alkali metal compounds should typically be packaged in metal outer containers no larger than 5 gallons in size. The inner contents must be less than 5 pounds of reactive metal or less than 20 pounds of reactive batteries in rigid poly containers. Reactive metals and batteries must be packaged under oil. Requests to manage these materials in larger inner charge sizes or larger outer container sizes will be handled on a case by case basis.
19. Prices for PCB items are only effective if the items are received within 9 months of the out of service date (OSD). Out of Service Date (OSD) for PCB incinerables should be clearly identified in Section J of the manifest. Prices for OSD's exceeding 9 months will be billed as follows:
  - 19.1. Received over 9 months – 1.25 x base price
  - 19.2. Received over 10 months – 1.50 x base price
  - 19.3. Received over 11 months – 2.00 x base price
20. Pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach (CLIENT) to re-negotiate pricing.
21. A tank wash or rolloff wash fee of \$350.00 will apply any time a wash of a tanker or rolloff is required for non-PCB items. Additional fees will apply for any tank (confined space) entries or PCB washouts.
22. Cleanouts of vacuum or sludge boxes will be charged at \$486.00.
23. Solidification of free liquids in a bulk solid container will be subject to a Bin Top Stabilization Fee of \$261.00 per container.
24. Cleanout/ Decontamination of bulk solid containers or tankers hauling PCB waste that are not in PCB dedicated service may be subject to a PCB cleanout/ decontamination fee of \$5,748.00 per container/ tanker.
25. Overpacked drums with the drum inverted will be subject to a \$25.00 inverted drum fee. If waste must be overpacked upon receipt at a CHES plant, an overpack fee of \$50.00 will be invoiced.
26. Variable Energy and Security Recovery Fee

Clean Harbors is currently applying a Recovery Fee that is comprised of two components; a 2.0% charge covering insurance, liability and security costs and a charge for Energy costs that is revised monthly based on the average diesel prices from the US Department of Energy. With current diesel prices, the total recovery fee is 10.0%. The Recovery Fee is applied to the entire invoice and will be broken out separately.



The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy (<http://tonto.eia.doe.gov/ooq/info/wohdp/diesel.asp>). The energy fee will be determined from the following table:

<u>Diesel Price Range</u>	<u>Energy Fee</u>	<u>Total Recovery Fee</u>
< 1.10/gal	0.0%	2.0%
1.11 - 1.20	1.0%	3.0%
1.21 - 1.30	1.5%	3.5%
1.31 - 1.40	2.0%	4.0%
1.41 - 1.50	2.5%	4.5%
1.51 - 1.60	3.0%	5.0%
1.61 - 1.70	3.5%	5.5%
1.71 - 1.80	4.0%	6.0%
1.81 - 1.90	4.5%	6.5%
1.91 - 2.00	5.0%	7.0%
2.01 - 2.10	5.5%	7.5%
2.11 - 2.20	6.0%	8.0%
2.21 - 2.30	6.5%	8.5%
2.31 - 2.40	7.0%	9.0%
2.41 - 2.50	7.5%	9.5%
2.51 - 2.60	8.0%	10.0%
2.61 - 2.70	8.5%	10.5%
2.71 - 2.80	9.0%	11.0%
2.81 - 2.90	9.5%	11.5%
2.91 - 3.00	10.0%	12.0%
3.01 - 3.10	10.5%	12.5%
3.11 - 3.20	11.0%	13.0%
3.21 - 3.30	11.5%	13.5%
3.31 - 3.40	12.0%	14.0%
3.41 - 3.50	12.5%	14.5%
3.51 - 3.60	13.0%	15.0%
3.61 - 3.70	13.5%	15.5%
3.71 - 3.80	14.0%	16.0%
3.81 - 3.90	14.5%	16.5%
3.91 - 4.00	15.0%	17.0%
4.01 - 4.10	15.5%	17.5%
4.11 - 4.20	16.0%	18.0%
4.21 - 4.30	16.5%	18.5%
4.31 - 4.40	17.0%	19.0%
4.41 - 4.50	17.5%	19.5%
4.51 - 4.60	18.0%	20.0%
4.61 - 4.70	18.5%	20.5%

**An additional 0.5% will apply for each \$0.10 increase in diesel cost above \$4.70/gal.**

The rate for energy costs will change (up or down) if the average price of diesel has changed from the previous range for a period of more than 2 out of the previous 3 weeks. The new rate will apply with invoices cut the following Monday.

Waste Codes	Description
A11	METHYLENE CHLORIDE Less than one-inch solids in the drum Less than 5 percent other chlorinated solvents Flash point greater than 140°F No PCB's or pesticides pH between 5-10 Minimum yield 30 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A12	1,1,1 TRICHLOROETHANE Less than one-inch solids in the drum Less than 5 percent other chlorinated solvents Flash point greater than 140°F No PCB's or pesticides pH between 5-10 Minimum yield 30 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A13	TRICHLOROETHYLENE Less than one-inch solids in the drum Less than 5 percent other chlorinated solvents Flash point greater than 140°F No PCB's or pesticides pH between 5-10 Minimum yield 30 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A14	PERCHLOROETHYLENE Less than one-inch solids in the drum Less than 5 percent other chlorinated solvents Flash point greater than 140°F No PCB's or pesticides pH between 5-10 Minimum yield 30 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A15	TRICHLOROTRIFLUOROETHANE Less than one-inch solids in the drum Less than 5 percent other chlorinated solvents Flash point over 140°F No PCB's or pesticides pH between 5-10 Minimum Yield 30 percent Must be pumpable PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A17	NON HALOGENATED SOLVENTS Non-halogenated solvents Specification and purity as per profile/sample recycling parameters individually assigned PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY
A18	MIXED HALOGENATED SOLVENTS Mixed halogenated solvents Specification and purity as per profile/sample PRIMARY DISPOSAL METHOD: SOLVENT RECOVERY

Waste Codes	Description
A22K	<p>LOW BTU ORGANIC LIQUID            DRUM SPECIFICATIONS:            pH 2-14            Ammonia less than 10 percent            Source of PCB &lt;50 ppm            Heating value less than 5000 BTUs per pound            Less than 5 percent organic halogens/sulfur            Must not set-up in water or with organic solvents            Less than one inch of solids in the drum            No pesticides            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION            *</p> <p>BULK SPECIFICATIONS:            Heating value less than 2000 BTUs per pound            Metals within normal feed limits            Chlorine less than 5 percent            Iodine less than 0.5 percent            Bromine less than 0.5 percent            Fluorine less than 0.5 percent            Sulfur less than 3 percent            No pesticides or level A requirements            Na/K/Mg/P each less than 0.5%            Ash less than 5%            Settleable solids less than 5%            Viscosity less than #4 fuel oil            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
A23	<p>BILAYERED SOLVENT/WATER            Non-detectable PCBs            Less than 5 percent organic halogen/sulfur            pH between 2-12            Waste codes and treatability acceptable for CES            Less than one-inch solids in drum            No pesticides, biocides, or cyanides            No chelating agents, surfactants, or emulsifiers            Up to 100ppm phenol            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: FUELS BLENDING/CES/INCINERATION</p>
A31	<p>SPECIFICATION OILS            Less than one-inch of solid in the drum            No pesticides            Non-detectable concentration of PCB's (i.e. &lt;2ppm MDL)            Organic halogens less than 1000 ppm            Flash point greater than 100°F            pH between 2-12.5            Must be petroleum-based oil (greater than 5000 BTUs/lb.)            Less than 5 percent water            Cannot be mixed with other hazardous waste            Total Cadmium less than 2 ppm            Total Chrome less than 10 ppm            Total Arsenic less than 5 ppm            Total Lead less than 100 ppm            PRIMARY DISPOSAL METHOD: OIL RECOVERY</p>

Waste Codes	Description
A31D	DIELECTRIC FLUID LESS THAN 50 PPM PCB Less than one-inch solids No water later Must be pump-able Less than 50 ppm PCB's PRIMARY DISPOSAL METHOD: DECHLORINATION
A31S	SPECIFICATION OIL FROM TRANSFORMER RECLAMATION Less than one-inch of solid in the drum PCB must be less than 2 ppm No pesticides Organic halogens less than 1000 ppm Flash point greater than 100°F pH between 2-12.5 Must be petroleum-based oil (greater than 5000 BTUs/lb.) Less than 5 percent water Cannot be mixed with any other hazardous waste PRIMARY DISPOSAL METHOD: OIL RECOVERY
A32	SPECIFICATION OIL & WATER Non-detectable concentration of PCB's Organic Halogen less than 1,000 ppm pH between 2-12.5 Must be petroleum-based oil (greater than 5000 BTUs/lb) No pesticides Flash point greater than 100°F Cannot be mixed with any other hazardous waste Total Cadmium less than 2 ppm Total Chrome less than 10 ppm Total Arsenic less than 5 ppm Total Lead less than 10 ppm Less than one-inch of solid in the drum Greater than 5 percent water PRIMARY DISPOSAL METHOD: OIL RECOVERY/WASTEWATER TREATMENT
A40	ORGANIC LIQUID WITH HALOGENS Less than one-inch of solids in the drum Source of PCB <50 ppm Organic halogen greater than 5 percent Sulfur greater than 5 percent pH between 2-12 Must not set-up in water or solvents Over 5,000 BTU per pound PRIMARY DISPOSAL METHOD: FUELS BLENDING/INCINERATION * BULK SPECIFICATIONS: Source of PCB <50 ppm Chlorine greater than 5 percent Sulfur greater than 5 percent Fluorine less than 0.5 percent Iodine less than 0.5 percent Bromine less than 0.5 percent pH between 2-12 Must not set-up in water or solvents Over 5,000 BTU per pound PRIMARY DISPOSAL METHOD: FUELS BLENDING/INCINERATION
A99	HIGH HAZARD WASTES FOR SPECIAL HANDLING Potentially high hazard material Requires special handling Specifications determined for each profile Disposal method determined for each profile

Waste Codes	Description
B22A	CONCENTRATED ACIDS pH Less than 7 Less than 6 percent T.O.C. (Total Organic Carbon) Less than one-inch solids in drum Less than one percent ammonia Less than one inch oil and grease Less than 10 ppm hex chrome Flashpoint greater than 140 degrees F No cyanides No sulfides No chelators No pesticides Neutralization Equivalent greater than 20 (approx. >20% acid) PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22B	CONCENTRATED BASES pH greater than or equal to 7 Less than six percent T.O.C. (Total Organic Carbon) Flashpoint greater than 140 degrees F Neutralization equivalent greater then 20 (approx. >20% base) No cyanides/sulfides No chelators No pesticides Less than 10 ppm hexchrome Less than one-inch solids in drum Less than one percent ammonia Less than one-inch oil and grease PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22C	CHROMIC SOLUTIONS Flashpoint greater than 140 degrees F Less than one-inch solids in drum Less than or equal to 10,000ppm chrome No organic layer No chelators No cyanides/sulfides No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment
B22F	HYDROFLUORIC ACID Flashpoint greater than 140 degrees F Less than twenty percent HF or acidic fluoride Less than 10-ppm hexchrome Less than one percent TOC (Total Organic Carbon) Less than one percent ammonia Less than 100-ppm fats, oils, and grease Less than one percent total metals No chelators No pesticides No cyanides/sulfides Less than one-inch solids in drum PRIMARY DISPOSAL METHOD: Wastewater Treatment

Waste Codes	Description
B22H	HYDROFLUORIC/NITRIC ACID MIXTURES HF or Acidic Fluorides less than 20 percent Less than one percent total metals Less than one percent T.O.C. (Total Organic Carbon) Less than one-inch solids Less than one percent ammonia No chelators Less than 100-ppm fats, oils, and grease Flashpoint greater than 140 degrees F No pesticides No cyanides/sulfides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT
B22N	NITRIC ACID SOLUTIONS Less than forty percent Nitric acid by weight Flashpoint greater than 140 degrees F Less than one percent ammonia Less than one-inch solids in drum Less than one-inch oil/grease Less than four percent T.O.C (Total Organic Carbon) No pesticides PRIMARY DISPOSAL METHOD: Wastewater Treatment
B23	OXIDIZABLE SOLUTIONS/RCRA COOLANTS Flash point greater than 140°F Less than one-inch solids in drums No pesticides One layer - must be water soluble PCB's non detectable Must be wastewater treatable Acceptable U.S. EPA waste codes: D002, D004-D011, D018-D043 or non-hazardous Other specifications may be quoted PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT
B26A	ACIDIC WASTEWATER WITH LOW METALS pH 1-6 Neutralization equivalent less than 5 (approx. <10% acid) Flashpoint greater than 140 degrees F Cyanide/sulfide non-detectable No pesticides Less than one percent T.O.C. (Total Organic Carbon) Less than 10-ppm hexchrome Less than one-inch solids in drum Less than one percent ammonia Less than 500-ppm total metals PRIMARY DISPOSAL METHOD: Wastewater Treatment
B26B	ALKALINE WASTEWATER WITH LOW METALS pH 7-13 Cyanide/sulfide non-detectable Neutralization equivalent less than 5 (approx. < 10% bases) Flashpoint greater than 140 degrees F Less than one percent T.O.C. (Total Organic Carbon) Less than 10-ppm hexchrome Less than one-inch solids in drum Less than one percent ammonia Less than 500-ppm total metals No pesticides No solvents PRIMARY DISPOSAL METHOD: Wastewater Treatment

Waste Codes	Description
B28	OXIDIZER SOLUTIONS No organics Less than 50-ppm ammonia Less than one percent total metals Less than twenty-five percent inorganic peroxides Less than one-inch solids in drums No chelators Flash point greater than 140°F Other specifications may be individually quoted PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT
B29	CYANIDE/SULFIDE SOLUTION Cyanide/sulfide less than 10,000 ppm pH must be greater than 7 No organic layer Less than one percent ammonia Less than one percent total metals Less than one-inch of solids in drum Flash point greater than 140°F No pesticides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT/INCINERATION
B29A	LOW pH CYANIDE/SULFIDE SOLUTIONS Cyanide/Sulfide less than 10,000 ppm No organic layer Less than one percent ammonia Less than one percent total metals Less than one-inch solids in drum Flashpoint greater than 140 degrees F No pesticides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT/INCINERATION
B29O	CYANIDE AND SULFIDE SOLUTIONS FOR INCINERATION pH must be over 7 No pesticides Less than one-inch of solids in drum Example: sodium cyanide solution with oil PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
B34	NON HAZARDOUS COOLANTS pH between 3-11 Flash point greater than 140°F Does not set-up with oil or water Not a RCRA hazardous waste Less than one-inch of solids in drum No pesticides PCB's non-detectable PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT

Waste Codes	Description
<b>B35</b>	GLYCOLS Must be non hazardous pH 3-11 Flash point greater than 140°F Less than one-inch solids in drum No pesticides One layer - must be water soluble PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water PRIMARY DISPOSAL METHOD: RECLAMATION
<b>B36A</b>	ACIDIC WASTEWATER REQUIRING HEAVY TREATMENT pH less than 7 Neutralization equivalent greater than 5, but less than 20 Approx. 10-20 percent acid Flashpoint greater than 140 degrees F Less than four percent T.O.C. (Total Organic Carbon) Less than one percent oil/grease Less than 1-ppm cyanide/sulfide Less than 10-ppm hexchrome Less than one-inch solids in drum Less than one percent ammonia Less than five percent total metals No solvents No chelators No pesticides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT
<b>B36B</b>	ALKALINE WASTEWATER REQUIRING HEAVY TREATMENT pH greater than 7 Neutralization equivalent greater than 5, but less than 20 Approx. 10-20 percent bases Flashpoint greater than 140 degrees F Less than four percent T.O.C. (Total Organic Carbon) Less than one percent oil / grease Less than 1 ppm cyanide / sulfide Less than 10-ppm hexchrome Less than one-inch solids in drum Less than one percent ammonia Less than five percent total metals No solvents No chelators No pesticides PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT



Waste Codes	Description
B40	<p>WASTEWATER/LOW BTU HALOGENATED ORGANICS            Source of PCB &lt; 50 ppm            Organic halogen greater than 5 percent            Sulfur greater than five percent            Over five percent water-soluble            pH between 2-12            Less than one-inch of solids in drum            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION            *</p> <p>BULK SPECIFICATIONS:            Source of PCB &lt; 50 ppm            Organic halogen greater than 5 percent            Sulfur greater than five percent            Fluorine less than 0.5 percent            Bromine less than 0.5 percent            Iodine less than 0.5 percent            Over five percent water-soluble            pH between 2-12            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
B52	<p>WASTEWATER FOR CARBON TREATMENT            Less than two percent Total Suspended Solids (TSS)            Less than 2,500 ppm Metals            Less than one-inch of solids in drums            Less than one percent T.O.C. (Total Organic Carbon)            Meets requirements for carbon treatability            PRIMARY DISPOSAL METHOD: CARBON ABSORPTION</p>
CA1	<p>SOLIDS LESS THAN 1% CYANIDE OR SULFIDE            Less than one percent cyanide            pH must be greater than 7            Ammonia less than 0.5 percent            TOC less than 1000 PPM            No PCB's            No metal debris or cyanide pots            PRIMARY DISPOSAL METHOD: DESTRUCTION</p>
CA2	<p>SOLIDS LESS THAN 2.5% CYANIDE OR SULFIDE            Less than 2.5 percent cyanide            pH must be greater than 7            No PCB's            TOC less than 1000 PPM            No metal debris or cyanide pots            Ammonia less than 0.5 percent            PRIMARY DISPOSAL METHOD: DESTRUCTION</p>
CA3	<p>SOLIDS LESS THAN 5% CYANIDE OR SULFIDE            Less than five percent cyanide            pH must be greater than 7            No PCB's            No metal debris or cyanide pots            TOC less than 1000 PPM            Ammonia less than 0.5 percent            PRIMARY DISPOSAL METHOD: DESTRUCTION</p>

Waste Codes	Description
CA4	SOLIDS LESS THAN 20% CYANIDE OR SULFIDE Less than twenty percent cyanide pH must be greater than 7 No PCB's No metal debris or cyanide pots Ammonia less than 0.5 percent TOC less than 1000 ppm PRIMARY DISPOSAL METHOD: DESTRUCTION/INCINERATION
CA5	SOLIDS GREATER THAN 20% CYANIDE OR SULFIDE Greater than twenty percent cyanide pH must be greater than 7 No PCB's No metal debris of cyanide pots Ammonia less than 0.5 percent TOC less than 1000 ppm PRIMARY DISPOSAL METHOD: DESTRUCTION/INCINERATION
CANL	DIRECT LANDFILL IN CANADA Spent pot liners and emission control dusts (US EPA K088 and K061) Resistance to penetration >15 psi Total volatile organic halogens less than two percent Source of PCB < 50 ppm Non reactive Non-odorous Not dusty Must adhere to Provincial restrictions PRIMARY DISPOSAL METHOD: LANDFILL
CANR	DIRECT LANDFILL IN CANADA Direct landfill Canada Hazardous from Alberta Organic solids Resistance to penetration >15 psi Total volatile organics less than two percent Organic halogens less than two percent Source of PCB < 50 ppm Non reactive Non-odorous Not dusty Must adhere to Provincial restrictions PRIMARY DISPOSAL METHOD: LANDFILL
CAX	OXIDIZER SOLIDS OR SEMI-SOLIDS No organics No explosives Chlorinated oxidizers case by case Monolithic material case by case Hexavalent chromium less than twenty five percent Ammonia less than 0.5 percent PRIMARY DISPOSAL METHOD: DEACTIVATION/STABILIZATION
CAXI	OXIDIZERS FOR INCINERATION No explosives No organics PRIMARY DISPOSAL METHOD: INCINERATION
CBP	SOLIDS OR SEMI-SOLIDS TO HAZARDOUS LANDFILL Source of PCB < 50 ppm Must not be prohibited from landfill May require solidification if free liquids are present Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL

Waste Codes	Description
CBPR	RCRA SOLIDS MEETING TREATMENT STANDARDS FOR DIRECT LANDFILL Solids meeting treatment standards Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL
CCC	ISOCYANATES MDI or TDI Other isocyanates case-by-case PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCCL	ISOCYANATES SOLIDS/SLUDGES FOR PRE-TREATMENT CANADA MDI or TDI Other isocyanates case-by-case Requires pre-treatment prior to landfill PRIMARY DISPOSAL METHOD: LANDFILL
CCD	KILN READY SOLIDS FOR INCINERATION Must be packaged in burn-able container less than 1.7 million BTU/Lb No large metal pieces (rebar) Not TSCA regulated No Oxidizers Reactive cyanides less than 50 ppm Reactive Sulfides less than 500 ppm No air or water reactives PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRC	CORROSIVE INCINERABLES Can be solid and/or liquid No metal pieces inside drum PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRCF	CORROSIVES FOR FUEL BLENDING pH less than 2 or greater than 12.5 BTU greater than 5K No Nitric acid, Hydrofluoric acid or Chromic acid allowed No metal pieces PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
CCRCK	CORROSIVE INCINERABLE ACIDS pH less than 2 Acids less than ten percent Must be liquid/pump-able No metal pieces inside drum No Nitric, Chromic or Hydrofluoric acids PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRCL	STRONG CORROSIVES W/ORGANICS FOR LANDFILL IN CANADA For blending, solidification and stabilization in Canada Requires pre-treatment prior to landfill pH less than or equal to 2 or greater than or equal to 12.5 PRIMARY DISPOSAL METHOD: LANDFILL

Waste Codes	Description
CCRK	SOLIDS FOR INCINERATION DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm No reactive cyanides No reactive sulfides No air or water reactives PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION * BULK SPECIFICATIONS BTU less than 1,000/lb Metals within normal feed limits Chlorine less than one percent Sulfur less than one percent Fluorine less than 0.5 percent Bromine less than 0.5 percent Iodine less than 0.5 percent No pesticides/level A or B requirements Sodium, Potassium, Magnesium, Phosphorus less than 0.5 percent Debris, no dimension greater than three inches, no large metal Non-tacky flowable solids PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRKL	LIGHT WEIGHT SOLIDS FOR INCINERATION DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm No reactive cyanides No reactive sulfides No air or water reactives Max weight 250# Drums must be weighed on receipt PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRL	ORGANIC SOLID, SLUDGES FOR LANDFILL IN CANADA Organic solids and sludges, may require blending, solidification and stabilization for landfill in Canada May require pre-treatment prior to landfill No metal pieces Source of PCB <50ppm Reactive cyanides <250 ppm Reactive sulfides <500 ppm No air or water reactives PRIMARY DISPOSAL METHOD: LANDFILL
CCRN	NON-HAZ WASTE FOR INCINERATION Must be non-hazardous Other specifications to be individually quoted PRIMARY DISPOSAL METHOD: WASTE TO ENERGY INCINERATION
CCRND	BIO-HAZARD RESPONSE DEBRIS FOR INCINERATION Must be non-hazardous Analysis confirming No CDC Appendix A materials must be attached to each container Written analysis required prior to approval PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRP	DIOXIN PRECURSORS Dioxin precursors U.S. E.P.A. waste codes (F021-F023, F026-F028) Specifications determined for each profile PRIMARY DISPOSAL METHOD: INCINERATION

Waste Codes	Description
<b>CCRX</b>	NON INFECTIOUS SHARPS FOR INCINERATION Non-pathogenic sharps, syringes, etc. No biohazard or pathological waste markings or containers PRIMARY DISPOSAL METHOD: INCINERATION
<b>CCS</b>	CHARACTERISTIC SOLIDS/SEMI SOLIDS/LIQUIDS FOR STABILIZATION Less than 30-ppm amenable cyanide No pesticides or herbicides No organic debris or organic layers U.S. E.P.A. waste codes (D002, D004-D011) Cyanides must meet U.S. LDR standards Less than 1,000 ppm T.O.X. (Total Organic Halogen) Less than two percent T.O.C. (Total Organic Carbon) Less than 0.5 percent Ammonia Less than five percent total metals Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL
<b>CFL1</b>	MERCURY BULBS FOR RECLAMATION Less than five percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
<b>CFL2</b>	MISC. MERCURY BULBS FOR RECLAIM Misc. shaped bulbs containing mercury for reclaim Limited to U tubes, Circular, Incandescent, Quartz, Halogen Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION
<b>CFL3</b>	MERCURY BULBS FOR STABILIZATION Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL
<b>CFL4</b>	MISC. MERCURY BULBS FOR RECLAIM Misc. shaped bulbs containing mercury for reclaim Limited to Shattershields, HID, Hg vapor, High pressure Sodium, Metal halides Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
<b>CFL5</b>	LOW PRESSURE SODIUM LAMPS FOR RECLAIM Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
<b>CFL6</b>	UV LAMPS FOR RECLAIM Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION

Waste Codes	Description
CFL7	XENON ARC LAMPS FOR RECLAIM Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION Crushed bulbs for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
CHBD	PCB BALLASTS >50PPM FOR RECLAIM Must be non-leaking Must be intact Less than 9lbs/ballast <500 ppm PCB's PRIMARY DISPOSAL METHOD: RECLAIM BALLASTS
CHBI	PCB BALLASTS FOR INCINERATION U.S. TSCA regulated light ballasts only, no conduit or pipe No RCRA waste PRIMARY DISPOSAL METHOD: INCINERATION
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL Less than three pounds of PCB's in each unit Less than nine pounds gross weight Must be non-leaking Must be intact PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHCI	CAPACITOR FOR INCINERATION PRIMARY DISPOSAL METHOD: INCINERATION
CHDR	PCB CONTAMINATED BUSHINGS >50PPM, <500PPM FOR RECLAMATION U.S. TSCA regulated >50ppm <500ppm PCB's PRIMARY DISPOSAL METHOD: RECLAMATION
CHG	HIGH MERCURY INORGANIC MATERIAL Less than 10 ppm cyanide No PCB's PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL
CHG-2	MERCURY FOR RECLAMATION OR RETORT Mercury for retort Excludes crushed bulbs No flammable material Organic compounds are case-by-case PRIMARY DISPOSAL METHOD: RECLAMATION
CHSI	PCB SOLIDS FOR INCINERATION U.S. TSCA regulated May also be hazardous May include: ballasts, debris, soil, PPE Small transformers case by case Must be shreddable PRIMARY DISPOSAL METHOD: INCINERATION
CHSL	PCB SOLIDS FOR LANDFILL Non hazardous No free liquid Must be able to be land filled PRIMARY DISPOSAL METHOD: TSCA LANDFILL

Waste Codes	Description
CHSLN	PCB/NORM WASTE FOR LANDFILL (NON RCRA REGULATED) NORM with PCB Naturally Occurring Radioactive Material May also include Technically Enhanced NORM (TE-NORM) Less than 2,000 pCi/g total radionuclide content Radium 226 limit of less than 400 pCi/g No heavy metals or other hazardous classification PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHSM	TSCA DEBRIS FOR MICROENCAPSULATION Must meet U.S. EPA definition of debris Must be less than 3' by 3' Greater than 51 percent debris by volume No cyanides above U.S. LDR standards No free liquids No flammable vapors above 10 percent of LEL Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: MICROENCAPSULATION
CHSMA	TSCA DEBRIS FOR MACROENCAPSULATION Must meet U.S. EPA definition of debris Greater than 3' but less than 20' Greater than 51 percent debris by volume No cyanides above U.S. LDR standards No free liquids No flammable vapors above 10 percent of LEL Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: MACROENCAPSULATION
CHSRL	PCB RCRA MATERIAL FOR LANDFILL U.S. TSCA regulated PCB less than 10 PPM analyses required Must be suitable for stabilization and landfill PRIMARY DISPOSAL METHOD: TSCA LANDFILL, STABILIZATION
CHTL	PCB TRANSFORMERS FOR LANDFILL 50-500 ppm must be drained prior to landfill Greater than 500 ppm must be drained and flushed prior to landfill PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHTR	PCB TRANSFORMERS FOR RECLAIM (<500PPM) 50-500 PPM PCB Transformer decommission sheet must be completed MUST BE NON LEAKING OR DRAINED IN THE FIELD PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHTRH	PCB TRANSFORMERS FOR RECLAIM (>500 PPM) PCBs greater than 500 ppm Transformer decommission sheet must be completed MUST BE NON-LEAKING PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHTRL	TRANSFORMERS LESS THAN 50 PPM PCB Transformers less than 50 ppm PCB's PRIMARY DISPOSAL METHOD: RECLAMATION
CHTRN	TRANSFORMERS LESS THAN 2 PPM PCB FOR SCRAP Transformers less than 2 ppm for scrap PRIMARY DISPOSAL METHOD: RECLAMATION
CHTRR	TRANSFORMERS LESS THAN 50PPM PCB FOR RETURN Transformers less than 50 ppm for return to customer PRIMARY DISPOSAL METHOD: N/A RETURN TO GENERATOR

Waste Codes	Description
CHWR	MISC. ELECTRICAL EQUIPMENT, > 50PPM, <500PPM PCB FOR RECLAMATION U.S. TSCA regulated Greater than 50ppm but less than 500ppm PCB PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHWRH	MISC. ELECTRICAL EQUIPMENT, > 500PPM FOR RECLAMATION U.S. TSCA regulated Greater than 500 ppm PCB Switches, Fuses, etc PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CNIA	ASBESTOS WASTE No free liquid Wetted and double bagged Must be able to pass (paint filter/penetration) tests No pesticides, herbicides or cyanides PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNO	NON HAZARDOUS SOLID Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be land filled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNOS	NON HAZARDOUS SEMI-SOLIDS Must be able to be land filled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
COF	OIL FILTERS FOR RECLAMATION PRIMARY DISPOSAL METHOD: RECLAMATION
D20	PATHOLOGICAL WASTE Must not contain RCRA hazardous wastes Must not contain free liquid Maximum weight 60 lbs per container Must be packaged in burnable containers not exceeding 30g in size Metal debris, including closure devices (fiber or poly drum rings) accepted on case-by-case basis Must not contain complete human remains PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D20A	POTENTIALLY INFECTIOUS RCRA/NON RCRA WASTE RCRA/Pathological waste Less than 3 gallons free liquid Drums must be overpacked Max outer container size 55 gallon Max inner container size 30 gallon Must be burnable container Additional specifications found in CHI Med. waste guideline PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION



Waste Codes	Description
D20D	BIO-HAZ RESPONSE DEBRIS FOR BIO-INCINERATION Must not contain RCRA hazardous waste Must not contain free liquid Maximum weight 60 lbs per container Must be packaged in burnable containers not exceeding 30 gal Must not contain complete human remains Analysis confirming No CDC Appendix A materials to be attached to each container Written analysis required prior to approval PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D20R	NON-INFECTIOUS PATHOLOGICAL WASTE Can include RCRA material Non-infectious certification form required metal or poly drums acceptable Additional information including infectious waste product category descriptions can be found in the CHI Med. waste guideline Specifications determined for each profile Disposal method determined for each profile
D20T	RCRA/PATHOLOGICAL/TSCA PCB WASTE FOR INCINERATION RCRA/Pathological waste Less than 3 gallons free liquid Drums must be overpacked Max outer container size 55 gallon Max inner container size 30 gallon Must be burnable container Additional specifications found in CHI Med. waste guideline PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D23	EMPTY DRUMS Must meet definition of empty Must not have a U.S. E.P.A. waste code Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: RECLAMATION/LANDFILL
D23H	EMPTY PCB DRUMS Must meet definition of empty PRIMARY DISPOSAL METHOD: TSCA LANDFILL
D23I	EMPTY DRUMS FOR INCINERATION Must meet definition of empty Must not have a U.S. E.P.A. waste code Source of PCB must be < 50 ppm Less than one-inch of residue PRIMARY DISPOSAL METHOD: INCINERATION
D23P	'P' CODED EMPTY DRUMS Must meet definition of empty Specifications to be individually quoted PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D23W	WATER REACTIVE EMPTY DRUM Must meet definition of empty Specifications to be individually quoted PRIMARY DISPOSAL METHOD: INCINERATION
D80B	NON PCB BALLASTS AND BALLASTS <50ppm FOR RECLAMATION Non PCB ballasts or ballasts with less than 50 ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D80C	CABLE < 50PPM PCB FOR RECLAMATION Non PCB cable or cable with less than 50 ppm non TSCA PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D80CR	CABLE >50PPM PCB FOR RECLAMATION Cable with greater than 50 ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION

Waste Codes	Description
D80D	NON PCB BUSHINGS AND <50 PPM FOR RECLAMATION Non PCB bushings or bushings with less than 50 ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D80I	NON-PCB ARTICLES FOR INCINERATION Non hazardous Source of PCB < 50 ppm Small transformers case by case Capacitors, Ballasts, Switches Must be shreddable PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D80L	NON-PCB ARTICLES FOR LANDFILL Non hazardous Source of PCB < 50 ppm Capacitors, Ballasts, Switches PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL
D80T	NON-PCB TRANSFORMER Non hazardous Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: RECLAMATION OR HAZARDOUS LANDFILL
D80W	MISC. ELECTRICAL EQUIPMENT, FUSES, SWITCHES, ETC. FOR RECLAMATION Misc. electrical equipment Non-PCB or electrical equipment with less than 50ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION Source of PCB < 50 ppm No dioxins Higher order toxicity material (herbicides, biocides, chemotherapy agents, etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION * BULK SPECIFICATIONS: Iodine must be less than 0.5 percent Bromine must be less than 0.5 percent Fluorine must be less than 0.5 percent PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION No metal pieces Source of PCB < 50 ppm No dioxins Higher order toxicity material (herbicides, biocides, chemotherapy agents, etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION * BULK SPECIFICATIONS: Iodine must be less than 0.5 percent Bromine must be less than 0.5 percent Fluorine must be less than 0.5 percent PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D92L	SOLID PESTICIDES WITH M.O.E. APPROVAL FOR LANDFILL Requires Ministry of the Environment approval Source of PCB less than 50ppm No Dioxin No reactive Cyanide No reactive Sulfide No air or water reactives PRIMARY DISPOSAL METHOD: LANDFILL
DEA	DEA REGULATED MATERIAL (NON RCRA) Schedule II-V controlled substances PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION

Waste Codes	Description
DH1	PCB LIQUIDS FOR DECHLORINATION (<500PPM) Must be non hazardous Must have less than one-inch of solids in drum Less than 500-ppm water Must be pumpable Less than 500 ppm PCB's Solvents/Silicon less than 10 ppm PRIMARY DISPOSAL METHOD: DECHLORINATION
DH2	PCB LIQUIDS FOR DECHLORINATION (500-12000 PPM) Must be non hazardous Must have less than one-inch of solids in drum Less than 500 ppm water Must be pumpable 500-10,000 ppm PCB's Solvents/Silicon less than 10 ppm PRIMARY DISPOSAL METHOD: DECHLORINATION
DH3	HIGH BTU PCB LIQUIDS FOR INCINERATION Must have less than one-inch of solids in drum Less than ten percent water layer Must be pumpable Must have greater than 10,000 BTU's per pound PRIMARY DISPOSAL METHOD: INCINERATION
DH4	LOW BTU PCB LIQUIDS FOR INCINERATION Must have less than one-inch of solids in drum Greater than ten percent water layer Must be pumpable 3,000 to 10,000 BTU's per pound PRIMARY DISPOSAL METHOD: INCINERATION
DHLC	PCB LEAN H2O FOR CARBON ABSORPTION Less than one-inch of solids in drum Hazardous material case-by-case acceptance Less than one percent organic layer Must meet treatability PRIMARY DISPOSAL METHOD: ACTIVATED CARBON TREATMENT
DHLI	PCB LEAN WATER FOR INCINERATION Must contain less than one-inch of solids Must be less than 3,000 BTU's per pound PRIMARY DISPOSAL METHOD: INCINERATION
ECEW	CRTs, TV MONITORS GENERATED IN CA CRTs and TV Monitors generated in California Covered Electronic Waste per CA regulations PRIMARY DISPOSAL METHOD: RECLAMATION
EEE	EQUIPMENT FOR DISMANTLING Computer keyboards and terminals Misc. equipment (compressors, machinery, refrigeration units) Refrigeration units limited to Freons only, no Ammonia Other miscellaneous equipment PRIMARY DISPOSAL METHOD: RECLAMATION
EEE2	CRT'S, TV MONITORS FOR RECLAMATION CRTs and TV monitors for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
EEE3	CPU'S AND LAPTOP COMPUTERS FOR RECLAMATION CPUs and Laptop computers for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
EEE4	KEYBOARDS, MICE, FAXES, PRINTERS, MODEMS Keyboards, mice, faxes, modems, printers for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION

Waste Codes	Description
EEE5	<p>FREON CONTAINING ARTICLES FOR RECLAMATION            Freon containing articles for dismantle and reclamation            Refrigerators, air conditioners, etc            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
EEE6	<p>SPECIAL HANDLING ITEMS FOR RECLAMATION            Special handling material for reclamation            X-ray machines, Medical equipment, appliances etc            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
EEE7	<p>OTHER ELECTRONICS- LOW SCRAP VALUE            Other electronics with low scrap value            Examples include: Microwave ovens, small home appliances etc            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
FB1	<p>LIQUID FOR FUEL            Example: paint thinner, solvents            Less than four inches of dispersible sludge            Less than five percent halogens/sulfur            Source of PCB &lt; 50 ppm            Greater than 10,000 BTU's            No pesticides            No debris            Low viscosity (e.g. thinners)            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: ENERGY RECOVERY            *</p> <p>BULK SPECIFICATIONS:            Less than five percent water            Greater than 10,000 BTU's            Less than two percent halogens            Source of PCB &lt; 50 ppm            PRIMARY DISPOSAL METHOD: ENERGY RECOVERY</p>
FB1K	<p>LIQUID/ENERGETICS FOR INCINERATION            BTU greater than 6,000            Metals within normal feed rates            Halogen less than five percent            Sulfur less than three percent            No pesticides/level A requirements            Na/K/Mg/P each less than .5 percent            Ash less than five percent            Settleable solids less than five percent            Viscosity of #4 fuel oil or better            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
FB2	<p>LIQUID FUEL WITH SOLIDS            Less than 12" of dispersible sludge            Less than five percent halogens/sulfur            Source of PCB &lt; 50 ppm            Greater than 5,000 BTU's            No pesticides            No debris            Medium viscosity (e.g. motor oil)            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>

Waste Codes	Description
FB2E	LIQUID FUEL WITH SOLIDS Less than 12" of dispersible sludge Less than five percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's No pesticides No debris Medium viscosity (e.g. motor oil) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: ENERGY RECOVERY
FB3	SEMI-LIQUID FOR FUEL Less than 36" of dispersible sludge Less than five percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris High viscosity (e.g. molasses) Must not set-up with water or with organic solvents
FB3R	LATEX AND ALKYD PAINTS FOR RECYCLING Examples: latex based paints and caulks, alkyd based paints Liquids, semisolids, solids No auto paint, epoxies, resins, adhesives, marine paint No plasticizers, creosote, wood preservatives No rubber cements, dioxins or PCB's PRIMARY DISPOSAL METHOD: RECLAMATION
FB4	ORGANIC SOLID FOR FUEL Less than twenty five percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris No monoliths Dispersible solids (e.g. paint solids) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
FB5	ORGANIC SOLIDS FOR PRE-TREATMENT CANADA Example: Rags, filters or PPE No large metal pieces (rebar) No metal fines or powders Less than ten percent halogens or sulfur Source of PCB < 50 ppm Greater than 5,000 BTUs/lb No cyanides/sulfides No oxidizers No closed containers No tacky material No pesticides Less than twenty percent free liquid PRIMARY DISPOSAL METHOD: INCINERATION / FUEL BLENDING

Waste Codes	Description
FB5L	<p>SOLID FUEL FOR LANDFILL IN CANADA (DEBRIS)            Example: Rags, filters or PPE            Requires pre-treatment prior to landfill            Less than thirty percent inorganics            No metal pieces (rebar)            No metal fines or powders            Less than ten percent halogens or sulfur            Source of PCB &lt; 50 ppm            Greater than 5,000 BTUs/lb            No cyanides/sulfides            No oxidizers            No closed containers            No tacky material            No pesticides            Less than five percent free liquid            PRIMARY DISPOSAL METHOD: LANDFILL</p>
LAT	<p>MATERIAL SUITABLE FOR AQUEOUS TREATMENT            Example: Inorganic acids, bases and oxidizers, etc.            Must be water-soluble            Flashpoint greater than 140°F            No debris            No reactives            No chelators, ammonia or nickel compounds            Less than 260 ppm mercury            Container size limited to 8 oz-5 gallon            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
LAT-A	<p>ACID COMPATIBLE MATERIAL SUITABLE FOR AQUEOUS TREATMENT            Example: hydrochloric acid, etc.            Must be water-soluble            pH between 0-7            Flashpoint greater than 140°F            No debris            No reactives            No chelators, ammonia or nickel compounds            Less than 260 ppm mercury            Container size limited to 8 oz-5 gallon            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
LAT-B	<p>ALKALINE COMPATIBLE MATERIAL SUITABLE FOR AQUEOUS TREATMENT            Example: sodium hydroxide, etc.            Must be water-soluble            pH between 8-14            Flashpoint greater than 140°F            No debris            No reactives            No chelators, ammonia or nickel compounds            Less than 260 ppm mercury            Container size limited to 8 oz-5 gallon            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>

Waste Codes	Description
LAT-C	<p>ORGANIC MATERIAL SUITABLE FOR AQUEOUS TREATMENT            Example: acetic acid, sodium acetate, etc.            Must be water-soluble            pH between 0-7            Flashpoint greater than 140°F            No debris            No reactives            No chelators, ammonia or nickel compounds            Less than 260 ppm mercury            Container size limited to 8 oz-5 gallon            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
LAT-O	<p>OXIDIZING MATERIAL SUITABLE FOR AQUEOUS TREATMENT            Example: sodium nitrate, chromic acid, etc.            Must be water-soluble            Flashpoint greater than 140°F            No debris            No reactives            No chelators, ammonia or nickel compounds            No organics            No metal peroxides            Less than 260 ppm mercury            Container size limited to 8 oz - 5 gallon            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
LBD	<p>MIXED BATTERIES FOR RECLAMATION            Example: nickel-cadmium batteries, nickel metal hydride batteries, alkaline batteries, etc.            Lithium, Magnesium and Lead Acid not acceptable            Battery recycler must be approved            Follow specific packing protocol            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LBD1	<p>ALKALINE BATTERIES FOR RECLAMATION            Example: mercury free lantern and flashlight batteries, dry cell, carbon zinc, etc.            Battery recycler must be approved            Follow specific packing protocol            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LBD2	<p>NI-CAD BATTERIES FOR RECLAMATION            Example: wet and dry cell nickel; cadmium batteries, etc.            Battery recycler must be approved            Follow specific packing protocol            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LBD3	<p>NICKEL METAL HYDRIDE BATTERIES FOR RECLAMATION            Battery recycler must be approved            Follow specific packing protocol            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LBD4	<p>OTHER NICKEL CONTAINING BATTERIES FOR RECLAMATION            Example: nickel zinc, nickel iron, etc.            Battery recycler must be approved            Follow specific packing protocol            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>

Waste Codes	Description
LBD5	MAGNESIUM BATTERIES FOR RECLAMATION Battery recycler must be approved Follow specific packing protocol Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: RECYCLING
LBLA	LEAD ACID BATTERIES FOR RECLAIM AT CLEAN HARBORS PREFERRED FACILITY Example: car battery, lead acid gel cell battery Preferred recycler must be approved Do not pack in metal drums Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: RECYCLING
LBLA2	LEAD ACID BATTERIES FOR RECLAIM AT ALTERNATE U.S. FACILITY Example: car battery, lead acid gel cell battery Battery recycler must be approved Do not pack in metal drums Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: RECYCLING
LBR	REACTIVE LITHIUM BATTERIES FOR INCINERATION Example: Lithium button cell batteries All batteries must be sealed/non-leaking & insulated Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LBR2	LITHIUM ION BATTERIES FOR RECLAMATION <span style="float: right;">Example: cell phone</span> batteries, laptop batteries, etc. Rechargeable Lithium Ion batteries only All batteries must be sealed/non-leaking & insulated Batteries must be clearly labeled as Lithium Ion Refer to Lithium battery packing guidelines PRIMARY DISPOSAL METHOD: RECLAMATION
LBRR	REACTIVE LITHIUM BATTERIES FOR RECLAMATION Example: Lithium button cell batteries Recycler must be approved All batteries must be sealed/non-leaking & insulated Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: RECYCLING
LCCD	MATERIAL PACKAGED FOR DIRECT INCINERATION Container size maximum 5 gallons Liquids maximum 3 gallons per outer container No reactives Source of PCB < 50 ppm Inorganic mercury less than 260 ppm Packaged Per Lab Pack/Direct Burn Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCR	MATERIAL SUITABLE FOR INCINERATION Example: Organic acids, pesticides, amines, etc. No reactives Container size maximum 5 gallons Source of PCB < 50 ppm Inorganic mercury less than 260 ppm Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION



Waste Codes	Description
LCCRA	ACID COMPATIBLE MATERIAL SUITABLE FOR INCINERATION Example: acid contaminated debris, etc. pH between 0-7 Flashpoint greater than 140°F No reactives Container size maximum 5 gallons Source of PCB < 50 ppm Inorganic mercury less than 260 ppm Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRB	ALKALINE COMPATIBLE MATERIAL SUITABLE FOR INCINERATION Example: amines, thiocyanates, etc. pH between 0-7 Flashpoint greater than 140°F No reactives Container size maximum 5 gallons Source of PCB < 50 ppm Inorganic mercury less than 260 ppm Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRC	ORGANIC MATERIAL SUITABLE FOR INCINERATION Example: organic acids, toxics, pesticides, etc. Container size maximum 5 gallons Flash point greater than 140°F No reactives Source of PCB < 50 ppm Inorganic mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRD	FLAMMABLE MATERIAL SUITABLE FOR INCINERATION Example: allyl bromide, pyridine, flammable amines, etc. Container size maximum 5 gallons Flash point less than 140°F No reactives Source of PCB < 50 ppm Inorganic mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRI	MATERIAL REQUIRED TO BE PACKAGED ALONE Example: Poisonous inhalation hazards, 6.1, PGI, etc. Lab packed material required per D.O.T. to be packaged alone for incineration Pack per DOT/TDG specifications and Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRN	MATERIAL FOR NON-HAZARDOUS INCINERATION Example: off-spec/outdated commercial products, latex paint, soaps, etc. No hazardous characteristics No asbestos/fiberglass Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: NON-HAZ INCINERATION

Waste Codes	Description
LCCRO	OXIDIZING MATERIAL SUITABLE FOR INCINERATION Example: organic oxidizers, oxidizer debris, etc. Container size maximum 5 gallons Flash point less than 140°F No reactives Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRP	DIOXIN PRECURSORS FOR DISPOSAL Example: pentachlorophenol, silvex, etc. Canada disposal must be approved Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: STABILIZATION/INCINERATION
LCCRQ	AEROSOLS FOR INCINERATION Example: spray paints, pesticide aerosols, freon aerosols, etc No cylinders or lecture bottles No dioxin aerosols Follow DOT/TDG regulations for packing guidelines Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRR	REACTIVES FOR INCINERATION Example: organic peroxides, water reactives, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRS	SCINTILLATION VIALS FOR INCINERATION Example: Solvent based scintillation vials and cocktail Material must not be considered radioactive by the DOT/TDG Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRU	LAB PACK UNKNOWNNS FOR INCINERATION Example: unknown sample jars identified via fingerprint analysis Liquids and solids must be packed separately Container size limitations vary by hazard class Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCCRX	SHARPS FOR INCINERATION Example: Unused needles, injections syringes for resins/adhesives No infectious substances No biohazard or pathological waste markings or containers No medical or biological materials used or unused Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LCHG1	MERCURY LAB PACKS FOR TREATMENT IN CANADA Example: Mercuric Chloride, COD Waste, Nessler's Reagent, etc. Out of country disposal must be approved No PCB's No water reactives Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: STABILIZATION/RETORT

Waste Codes	Description
LCHG2	<p>MERCURY LAB PACKS FOR RETORT            Example:mercury thermometers, mercuric sulfide, etc.            Material must be suitable for retort            Check specific facility acceptable compounds lists            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: RETORT</b></p>
LCHG3	<p>MERCURY BATTERIES FOR RETORT            Example:mercury bearing dry cell, carbon zinc, button cell, silver oxide, etc.            Material must be suitable for retort            Check specific facility acceptable compounds lists            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: RETORT</b></p>
LCHGI	<p>High subcategory mercury lab packs for incineration            Mercury bearing Lab Packed waste suitable for incineration            Source of PCB less than 50 ppm            No air or water reactives            Refer to LP guidelines for additional information  <b>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</b></p>
LCHSD	<p>SOLID KILN READY LAB PACKS WITH PCB            Source of PCB &gt; 50 ppm            No mercury            No reactives            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: INCINERATION</b></p>
LCHSI	<p>PCB FOR INCINERATION            Example: PCB ballasts/capacitors, PCB oil, etc.            No hazardous regulated waste            Source of PCB &gt; 50 ppm            No mercury            No reactives            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: INCINERATION</b></p>
LCHSL	<p>PCB FOR SECURE CHEMICAL LANDFILL            Example: exempt PCB ballasts etc.            Source of PCB &lt; 50 ppm            No other hazardous materials            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: LANDFILL</b></p>
LCHSR	<p>PCB/HAZARDOUS WASTE FOR INCINERATION            Example: acetone/PCB oil, etc.            Source of PCB &gt; 50 ppm            No mercury            No reactives            Packaged Per Lab Pack Guidelines  <b>PRIMARY DISPOSAL METHOD: INCINERATION</b></p>
LCY1	<p>PROPANE FOR RECYCLING            Cylinder recycling facility must be approved            Must pass cylinder evaluation  <b>PRIMARY DISPOSAL METHOD: RECYCLING</b></p>
LCY10	<p>CYLINDER            Must pass cylinder evaluation            Specifications quoted case by case  <b>PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION</b></p>
LCY11	<p>UNKNOWN GAS CYLINDER            Must pass cylinder evaluation            Specifications quoted case by case  <b>PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION</b></p>

Waste Codes	Description
LCY12	UNKNOWN CYLINDER SAMPLES Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY2	FREONS AND FIRE EXTINGUISHERS FOR RECYCLING Cylinder recycling facility must be approved Must pass cylinder evaluation PRIMARY DISPOSAL METHOD: RECYCLING
LCY3	THIN WALLED LOW -PRESSURE CYLINDERS Must pass cylinder evaluation Must have one of the following stamps – DOT4B240 or 39NRC100 up to 39NRC500 PRIMARY DISPOSAL METHOD: INCINERATION
LCY4	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY5	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY6	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY7	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY8	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LCY9	CYLINDER Must pass cylinder evaluation Specifications quoted case by case PRIMARY DISPOSAL METHOD: TREATMENT/INCINERATION
LDEA1	DEA CONTROLLED SUBSTANCES SCHEDULE III, IV, & V Example: Barbitol, Chloral Hydrate, Valium, etc. No hazardous wastes Material must be in original container Packaged Per Lab Pack Guidelines
LFB1	LAB PACKS FOR FUEL Example: Acetone, Xylene, Oil, Thinner, etc. pH between 4-10 & must be pourable Less than 260 ppm mercury Source of PCB < 50 ppm No Pesticides/Herbicides/Debris No malodorous compounds (e.g. mercaptans, amines, etc.) Container Size - 8 oz - 5 gallons Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: FUELS/INCINERATION

Waste Codes	Description
LFB3	<p>LATEX BASED PAINT FOR RECYCLING</p> <p>Examples: Loose packed latex based paint in cans            Container sizes include pint, quart, gallon &amp; 5 gallon            Liquids, semisolids, solids            Plastic &amp; metal containers            No oil based paint            No auto paint, epoxies, resins, adhesives, marine paint            No plasticizers, creosote, wood preservatives            No rubber based cement, dioxins, PCBs            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LFB4	<p>OIL BASED PAINT FOR RECYCLING</p> <p>Examples: Loose packed oil based paint in cans            Container sizes include pint, quart, gallon &amp; 5 gallon            Liquids, semisolids, solids            Plastic &amp; metal containers            No auto paint, epoxies, resins, adhesives, marine paint            No plasticizers, creosote, wood preservatives            No rubber based cement, dioxins, PCBs            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: RECYCLING</p>
LLF	<p>NON-HAZARDOUS, NON-REGULATED MATERIALS</p> <p>Examples: Silica gel, sucrose, latex            Container size maximum 5 gallons            No infectious or other biological material            No pesticides, herbicides or cyanides            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: LANDFILL</p>
LLFAS	<p>ASBESTOS FOR SECURE LANDFILL</p> <p>Example: asbestos gloves, panels, etc.            Must be double bagged and wetted prior to handling            No free liquid            Must be able to pass paint filter test            No pesticides, herbicides or cyanide            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: LANDFILL</p>
LPTN	<p>PAINT/PAINT RELATED MATERIALS FOR INCINERATION</p> <p>Example: Flammable adhesives and resins            Glass containers are acceptable            No pesticides (e.g., creosote)            No PCB            No marine paints or wood preservatives            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: INCINERATION</p>
LPTP	<p>PAINT/PAINT RELATED MATERIALS FOR PROCESSING</p> <p>Example: Oil based paints in cans            Must be pourable            No glass containers            No solid paints            No pesticides (e.g., creosote)            No PCB            No marine paints or wood preservatives            Packaged Per Lab Pack Guidelines            PRIMARY DISPOSAL METHOD: FUELS/INCINERATION</p>
RDEA	<p>DEA REGULATED MATERIAL (RCRA)</p> <p>Schedule II-V controlled substances            PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>

Waste Codes	Description
RXHZ	Hazardous (RCRA) Pharmaceuticals No large metal pieces Max weight 200 pounds No PCB's No cyanides or sulfides No air or water reactives Non corrosive PH Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent Mercury limited to 10 ppm maximum PRIMARY DISPOSAL METHOD : DESTRUCTION/ INCINERATION
RXNH	NON Hazardous Pharmaceuticals (NON DOT/ NON RCRA) No large metal pieces Max weight 200 pounds No PCB's No cyanides or sulfides No air or water reactives Non corrosive PH Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent PRIMARY DISPOSAL METHOD : DESTRUCTION/ INCINERATION

**Insurance Requirements**  
(Haz Mat and Spill Response Contractors)

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, 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 by the Contractor, their agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 & advertising injury with limits no less than **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Environmental Impairment/Pollution Liability**, to include liability for Groundwater contamination, Sudden and Accidental and Environmental cleanup, etc. in the amount of **\$2,000,000** each occurrence.
5. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. (If Claims-made, see below.)

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.**

1. For any claims related to this project, the **Contractor's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to sole negligence of the Named Insured.
2. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.



**Acceptability of Insurers**

## EXHIBIT C

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

**Waiver of Subrogation**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

**Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

**Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

## EXHIBIT C

***Subcontractors***

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

***Special Risks or Circumstances***

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

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
  2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any



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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

**V. INVESTIGATION PROCEDURES**

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

**VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

**VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

**VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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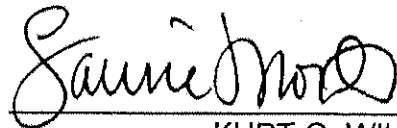
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



**KURT O. WILSON  
CITY MANAGER**



**MEMORANDUM**

May 10, 2017

TO: Kurt O. Wilson, City Manager

FROM: Gordon A. MacKay, Director  
Public Works Department

SUBJECT: **HAZARDOUS WASTE MANAGEMENT SERVICES, PROJECT NO. SEB-17-002, APPROVED BY CITY COUNCIL**

On May 9, 2017, the above item was approved by City Council by Motion No. 2017-05-09-1111. The contents of this item remain the same, of which, no changes have been made since its adoption by City Council. With the action taken by the City Council, the City Manager is authorized to execute the attached document(s).



GORDON A. MACKAY, DIRECTOR  
PUBLIC WORKS DEPARTMENT



DATE

GAM:GO:CV:cal

Attachment

**ANNOTATED AGENDA  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT  
MEETING OF MAY 9, 2017**

**11. CONSENT AGENDA**

11. CONSENT AGENDA

**Moved by:** Elbert Holman, seconded by Susan Lofthus.

**Vote:** Motion carried 7-0

**Yes:** Jesús Andrade, Christina Fugazi , Elbert Holman, Susan Lenz, Susan Lofthus, Michael Tubbs, and Daniel Wright.

**11.11 17-3473 APPROVE MOTION TO AUTHORIZE THE AWARD OF A  
HAZARDOUS WASTE MANAGEMENT SERVICES CONTRACT (PROJECT  
NO. SEB-17-002)**

RECOMMENDATION It is recommended that the City Council approve a motion authorizing the City Manager to: 1. Award a three-year Contract for Services in the aggregate amount of \$375,000 (\$125,000 per fiscal year) to Clean Harbors Environmental Services, Inc. of West Sacramento, CA, for the Large Quantity Generator (LQG) and Conditionally Exempt Small Quantity Generator (CESQG) Hazardous Waste Management Services (Project No. SEB-17-002) and to approve up to two one-year extensions to this contract. 2. Approve findings pursuant to Stockton Municipal Code (SMC) section 3.68.070 in support of an exception to the competitive bidding process. It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract for Services - Hazardous Waste



# City of Stockton

## Legislation Text

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File #: 17-3473, Version: 1

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### APPROVE MOTION TO AUTHORIZE THE AWARD OF A HAZARDOUS WASTE MANAGEMENT SERVICES CONTRACT (PROJECT NO. SEB-17-002)

#### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to:

1. Award a three-year Contract for Services in the aggregate amount of \$375,000 (\$125,000 per fiscal year) to Clean Harbors Environmental Services, Inc. of West Sacramento, CA, for the Large Quantity Generator (LQG) and Conditionally Exempt Small Quantity Generator (CESQG) Hazardous Waste Management Services (Project No. SEB-17-002) and to approve up to two one-year extensions to this contract.
2. Approve findings pursuant to Stockton Municipal Code (SMC) section 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

#### Summary

The City contracts with multiple vendors to obtain hazardous waste management services for City facilities. Consolidation of these services into a single comprehensive contract with one firm will provide more cost effective, consistent, and reliable service.

On January 5, 2017, the City advertised a Request for Proposals (RFP) for hazardous waste management services for the LQG and CESQG Hazardous Waste Management Services. Three firms submitted proposals. The Selection Committee evaluated the proposals and found Clean Harbors Environmental Services, Inc. of West Sacramento, CA, to be the most qualified and highest ranked firm.

It is recommended that Council approve a motion authorizing the City Manager to execute a three-year fee for services contract with prescribed rates that include a consumer price index (CPI) inflator in years two and three with Clean Harbors Environmental Services, Inc., for an amount not to exceed \$375,000, for on-call hazardous waste management services for the City. Contracted services will begin upon Council approval for a three-year term, with the option of two one-year extensions. The contract will be funded from various department accounts.

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## DISCUSSION

### Background

The Environmental Protection Agency defines hazardous waste as waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment. In accordance with the California Health and Safety Code sections 25189-25196 and the Resource Conservation and Recovery Act, this waste cannot be disposed into the trash, a municipal landfill, or into a sewer or drainage system. The waste can only be disposed of by a certified vendor.

The City currently has 15 sites that generate hazardous waste. Disposal has not been coordinated, resulting in departments utilizing multiple vendors on an as-needed basis to provide services.

Staff from the affected departments reviewed the workflow for this process and determined that a single, city-wide disposal contract would provide a more cost effective, consistent, and reliable service.

### Present Situation

On January 5, 2017, the City advertised a RFP for the provision of LQG and CESQG Hazardous Waste Management Services. On February 9, 2017, two proposals meeting the minimum proposal requirements were received as follows:

- Clean Harbors Environmental Services, Inc. (West Sacramento)
- Stericycle Environmental Solutions (Rancho Cordova)

A Selection Committee comprised of Public Works, San Joaquin County, and Municipal Utilities Department staff evaluated and ranked all proposals based on each firm's experience, qualifications of staff, quality control, communication, referrals, and a cost proposal.

Clean Harbors Environmental Services, Inc. received the highest ranking based on the noted criteria. The fee proposals for this project are based on unit prices for various services that are typically required. An analysis utilizing the annual unit quantities generated by the City's large quantity generators in 2016 determined that estimated annual costs would be essentially the same, less than one percent difference, under either vendor.

Staff recommends Council approve a motion to award a three-year fee for services contract with prescribed rates that include a CPI inflator in years two and three in the aggregate amount of \$375,000 (\$125,000 per fiscal year) to Clean Harbors Environmental Services, Inc. of West Sacramento, CA, for the LQG and CESQG Hazardous Waste Management Services (Project No. SEB-17-002). The recommended motion also approves up to two one-year extensions to this contract at the same rates and terms.

### Findings

Pursuant to SMC section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

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1. The City does not have certified staffing available to properly manage City generated hazardous waste services.
2. The services needed require a certified vendor in accordance with Health and Safety Code sections 25189-25196 and the Resource Conservation and Recovery Act.
3. Use of the RFP process is appropriate for this Contract for Services, because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of this criteria helps ensure selection of a vendor that will provide the highest quality professional service which is in the public interest.
4. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

The recommended motion will approve a Contract for Services with Clean Harbors Environmental Services, Inc. in the amount not to exceed \$125,000 per fiscal year, with two optional one-year extensions, for hazardous waste materials for the LQG and CESQG Hazardous Waste Management Services (Project No. SEB-17-002).

#### FINANCIAL SUMMARY

Departments that generate hazardous waste and need hazardous waste collection and recycling/treatment and disposal will designate funds to pay the contractor for their hazardous waste management services. The contract is proposed to be funded from various department accounts:

ACCOUNT NAME	ACCOUNT NUMBER	NOT TO EXCEED AMOUNT
Public Works	010-3091-540	\$60,000
Municipal Utilities 75% Wastewater & 25% Water	498-4342-572	\$35,000
Fleet	501-5021-572	\$30,000

Contracted services will begin upon Council approval for a three-year term, funding is available for expenditures in the first year. Funding for the remaining years of the contract will be included in future annual budgets.

Attachment A - Contract for Services with Clean Harbors Environmental Services, Inc.

RECEIVED

City Manager Jmg  
Date Received MAY 17 2017  
City of Stockton

# CONTRACT ROUTING FORM

RECEIVED  
City Clerk  
MAY 23 2017  
CITY CLERK  
CITY OF STOCKTON

Contract Number 2017-05-09-1111 P  
(For Clerk's Use)

**CONTRACT TYPE (select one)**

Original    Amendment/Renewal/Change Order    Grant  
 Subdivision Agreement    Other \_\_\_\_\_

**CONTRACT INFORMATION**      Contract Amount: \$ 125,000.00 \$375,000

Contract Title: Contract for Services for the Large Quantity Generator and Conditionally Exempt Small Quantity Generator  
Vendor/Other Party: Clean Harbors Environmental Services, Inc.      Hazardous Waste Mgmt. Svcs, Project No. SEB-17-002  
Contract Start Date: \_\_\_\_\_ Contract End Date: June 30, 2020 Contract Term: 3 years

**COUNCIL APPROVAL REQUIRED?**  Yes  No (provide account # if no) \_\_\_\_\_

Council approval required for contracts over \$ 75,000 for FISCAL YEAR: 2016/2017  
Motion/Resolution/Ordinance No: 2017-05-09-1111 Must be Attached

**REQUIRED DOCUMENTS** (The following documents shall be submitted with the signed contract when required):

Business License Required?  Yes  No      Business License No. 17-00105624  
Bonds Required?  Yes  No  
Insurance Required?  Yes  No  
Notary Required?  Yes  No      Recordation Required?  Yes  No

2017 MAY 17 AM 11:37  
HUMAN RESOURCES DEPT.

### Routing Order

**1 DEPARTMENT: Public Works**

DEPARTMENT HEAD APPROVAL Jmg date: 5/17/17  
Project Mgr: Chanel Vanderpool ext: 8370 Staff: C. Leach / C. McFarland ext: 8412  
Forwarded to: Risk on: \_\_\_\_\_ by: Chyerle A Leach

**0 VENDOR/OTHER PARTY**

Signed (2) originals on: 5-11-17  
Forwarded to: COS on: 5-9-17 by: Clean Harbors Environmental Serv.

**2 RISK SERVICES**

Insurance approved on: 5-18-17 by: JMB Bonds approved on: \_\_\_\_\_ by: \_\_\_\_\_  
Forwarded to: City Attorney on: 5-18-17 by: N. Boly RM #: 17-232

**3 CITY ATTORNEY**

Approved as to Form and Content on: 5-18-17 by: JMB  
Forwarded to: City Manager on: 5-18-17 by: JHart

**4 CITY MANAGER**

Signed by City Manager on: 5/23/17 Forwarded to: City Clerk on: 5/23/17 by: Mg

**5 CITY CLERK**

City Clerk attested on: 5-24-17 Returned ( 1 ) original(s) to dept. on: 5-24-17 by: Compton  
Retained ( 1 ) original(s) for City's file. Hard Copy on file? Yes  No  OB # \_\_\_\_\_

**6 ORIGINATING DEPARTMENT: Public Works**

Requisition No. \_\_\_\_\_ Original sent to vendor on: \_\_\_\_\_ by: \_\_\_\_\_  
**Copy of contract to be retained by department. Original on file in the Clerk's office.**  
Copy of contract sent to Purchasing on: \_\_\_\_\_ by: \_\_\_\_\_

**7 PURCHASING: Purchase Order No. \_\_\_\_\_ PUR No. \_\_\_\_\_**

2017-05-09-1111 P