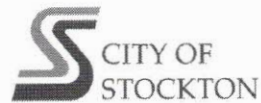


REV 2022-06-07



City of Stockton  
 400 E Main St, 3<sup>rd</sup> Floor HR  
 Stockton, CA 95202

## **CONTRACTOR / CONSULTANT / VENDOR PURCHASE ORDER FOR SERVICES**

Contractor Name: *(Please complete this section – Include Name and dba):*

Safety-Kleen Environmental Services, Inc.

Scope of Services (Exhibit A):  
 Environmental Services

Approximate Dollar Amount for Services: \$9,999.00  
 Up to Council Limit

Insurance is required in connection with any Purchase Order or Contract that: 1) involve service(s) performed on city property or in city rights-of-way; 2) is a professional services contract; or 3) whenever there is an inherent risk of personal injury in the activity involved. Your purchase order/contract requires insurance and by signing this document you agree to obtain and maintain insurance for general liability, property damage and workers' compensation (if there are employees) in the form and amounts determined by the City's Risk Manager (attached as Exhibit B). All insurance certificates must have an additional insured endorsement. You will not receive payment from the City until we receive this signed form and until we receive the necessary insurance certificates and endorsement.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

The terms and conditions of this Agreement/PO shall control over any conflicting terms in any referenced agreement or document or any subsequently proffered document.

The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.



# PROPOSAL FOR ENVIRONMENTAL SERVICES



PREPARED FOR: Stockton City Of Corp Yard  
December 5, 2022





Safety-Kleen Systems, Inc.  
5050 Salida Blvd.  
Salida, CA, 95368

December 5, 2022

Marlo Duncan  
Program Manager II  
Stockton City Of Corp Yard  
1465 S Lincoln St,  
Stockton, CA 95206-1941

Dear Marlo Duncan:

Thank you for helping me better understand your business processes and needs. Below is a proposal aimed to help you address the following strategic initiatives you are currently pursuing:

- Reduce risk through Safety-Kleen rigorous operating procedures and guarantee of assurance and indemnification

We propose delivering the following services:

Description	Price Per Service	Quantity	Estimate
PAIL, 5 GL BLACK POLY W/SCREW ON LID	30.00 ea.		
LCCRQ 55GL LP AEROSOLS FOR INC	416.00 ea.		
CNO-NON HAZARDOUS SOLID absorbent 55GL	262.00 ea.		
CFL4 MISC. MERCURY BULB - PER BULB	10.00 ea.		
LBLA-LP ACID BATT FOR RECL 5GL	96.00 ea.		
DRUM, 55GA OIL FILTER, DROP OFF	10.00 ea.		
DRUM, 55GA OIL FILTER WASTE, PICK UP	80.00 ea.		
BOX FLOR BULBS 4FT	59.00 ea.		
BOX FLOR BULBS 8FT	79.00 ea.		
LBD 5GL MIXED BATT FOR RECL	150.00 ea.		
FB1-LQD FOR FUEL 55GL	205.00 ea.		
CCRKS-SLGS FOR INC Diesel Emulsion 55GL	635.00 ea.		



NON PCB BALLASTS RECLAIM 55GL	272.00 ea.		
CARTRIDGE OIL FILTERS 55GL	250.00 ea.		
80 GA Parts Washer	436.00 ea.		
80 GA Parts Washer	436.00 ea.		
Refurbished 55 gallon empty drums	62.76 ea.		
OIL SERVICE	.00		
Waste Oil Truck Charge	217.00		
ANTIFREEZE USED SRVC NONPREQ GAL/LT	.00		

Quote is valid for 90 days.

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Safety-Kleen supports more than 330,000 businesses across North America by recycling their used oil and industrial waste, and delivering environmentally friendly cleaning products and services. Customers choose Safety-Kleen because of our personal service, extensive liability

protection and focus on sustainable solutions. Our goal is to provide customers like Stockton City Of Corp Yard with the best solutions while keeping your company in balance with the environment.

I look forward to reviewing this proposal with you at your earliest convenience.



Sincerely,



Pat Flores Senior Account Manager | Safety-Kleen | A Clean Harbors Company | SALIDA,  
CA | [patrick.flores@safety-kleen.com](mailto:patrick.flores@safety-kleen.com)  
209.545.1011 (o) | 209.480.1071 (c) | 209.545.3680 (f) | [safety-kleen.com](http://safety-kleen.com)

**safety-kleen.** PROTECTION-CHOICES-PEOPLE  
MAKE GREEN WORK

*Safety Starts with Me! Live it 3-6-5*

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**Exhibit B:****Insurance Requirements for Environmental Contractors and/or Consultants**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

**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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower

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retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### **Other Insurance Provisions**

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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. 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 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

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B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the 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 five (5) years after completion of the contract of 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 date, the Contractor must purchase an extended period coverage for a minimum of five (5) 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 shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.



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***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, 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, including endorsements required by these specifications, at any time. 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 special circumstances.

***Waiver of Subrogation***

**Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire** against City of Stockton, its officers, officials, employees, and volunteers, 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 but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **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.

***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.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

***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 special circumstances.


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**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

I have read, understand, and agree to comply with the indemnity and insurance requirements supplied with this Agreement.

Signature   
Name PAT FLORES  
Date 12-7-2022  
PO #/Dept Contact \_\_\_\_\_

RETURN: all seven (7) pages

Signed Document **with all exhibits**

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City of Stockton  
 400 E Main St, 3<sup>rd</sup> Floor HR  
 Stockton, CA 95202

## **CONTRACTOR / CONSULTANT / VENDOR PURCHASE ORDER FOR SERVICES**

Contractor Name: *(Please complete this section – Include Name and dba):*

Safety-Kleen Environmental Services, Inc.

Scope of Services (Exhibit A):  
 Environmental Services

Approximate Dollar Amount for Services: \$9,999.00  
 Up to Council Limit

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To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.



# PROPOSAL FOR ENVIRONMENTAL SERVICES



PREPARED FOR: Stockton City Of Corp Yard  
December 5, 2022





Safety-Kleen Systems, Inc.  
5050 Salida Blvd.  
Salida, CA, 95368

December 5, 2022

Marlo Duncan  
Program Manager II  
Stockton City Of Corp Yard  
1465 S Lincoln St,  
Stockton, CA 95206-1941

Dear Marlo Duncan:

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OIL SERVICE	.00		
Waste Oil Truck Charge	217.00		
ANTIFREEZE USED SRVC NONPREQ GAL/LT	.00		

Quote is valid for 90 days.

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Safety-Kleen supports more than 330,000 businesses across North America by recycling their used oil and industrial waste, and delivering environmentally friendly cleaning products and services. Customers choose Safety-Kleen because of our personal service, extensive liability

protection and focus on sustainable solutions. Our goal is to provide customers like Stockton City Of Corp Yard with the best solutions while keeping your company in balance with the environment.

I look forward to reviewing this proposal with you at your earliest convenience.



Sincerely,



**Pat Flores** Senior Account Manager | Safety-Kleen | A Clean Harbors Company | SALIDA,  
CA | [patrick.flores@safety-kleen.com](mailto:patrick.flores@safety-kleen.com)  
209.545.1011 (o) | 209.480.1071 (c) | 209.545.3680 (f) | [safety-kleen.com](http://safety-kleen.com)



*Safety Starts with Me! Live it 3-6-5*

REV 2022-06-07

**Exhibit B:****Insurance Requirements for Environmental Contractors and/or Consultants**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

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3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

***Self-Insured Retentions***

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retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### **Other Insurance Provisions**

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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. 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 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

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B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

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1. The retroactive date must be shown and must be before the 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 five (5) years after completion of the contract of 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 date, the Contractor must purchase an extended period coverage for a minimum of five (5) 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 shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

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***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, 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, including endorsements required by these specifications, at any time. 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 special circumstances.

***Waiver of Subrogation***

**Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire** against City of Stockton, its officers, officials, employees, and volunteers, 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 but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **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.

***Subcontractors***

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***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 special circumstances.

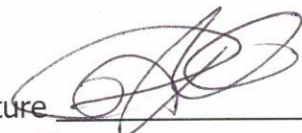
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**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

I have read, understand, and agree to comply with the indemnity and insurance requirements supplied with this Agreement.

Signature  \_\_\_\_\_  
Name PAT FLORES \_\_\_\_\_  
Date 12-7-22 \_\_\_\_\_  
PO #/Dept Contact \_\_\_\_\_

RETURN: all seven (7) pages

Signed Document **with all exhibits**