REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007283
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Environmental Services	DATE: 9/4/2014

SUBJECT: Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management, Transportation and Disposal Services.

PRIMARY CONTACT (NAME, PHONE):	SECONDARY CONTACT (NAME, PHONE):
James Chen,858-492-5039 & MS 1103A	Joy Newman, 858-573-1204 & MS 1103A

COMPLETE FOR ACCOUNTING PURPOSES

FUND	710001	700039	700039	700048	710001
FUNCTIONAL AREA					
COST CENTER	2115111113	2115121115	2115121116	2115111113	2115111113
GENERAL LEDGER ACCT	512157	512157	512157	512157	512157
WBS OR INTERNAL ORDER	BB1000313-14				BA1000313-14
CAPITAL PROJECT No.					
AMOUNT	$27,500.00	$5,000.00	$7,500.00	$338,000.00	$7,500.00
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Agreement has an initial one-year term with four one-year options. Total contract amount is not to exceed $3,925,100.

Contract funding for Fiscal Year 2015 is from Cost Center 2115121115, Fund 700039 in the amount of $5,000; Cost Center 2115121116, Fund 700039 in the amount of $7,500; Cost Center 2115111113, Fund 700048 in the amount of $338,000; and Cost Center 2115111113, Fund 710001 in the amount of $35,000.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Grants Administration	Comptroller	ORIG DEPT.	Sierra, Mario	09/08/2014
Financial Management		CFO		
Environmental Analysis		DEPUTY CHIEF		
Equal Opportunity Contracting		COO		
Liaison Office		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:	☒ RESOLUTIONS	☐ ORDINANCE(S)	☒ AGREEMENT(S)	☐ DEED(S)

1. Authorize the Mayor, or his designee, to execute an Agreement with Clean Harbors Environmental Services Inc. (Clean Harbors), for Household Hazardous Waste Management, Transportation, and Disposal Services, for an initial one-year term beginning January 1, 2015, with options to renew the Agreement for four additional one-year terms, in accordance with Request for Proposal No. 10047656-15-V and Clean Harbors' proposal in response to Request for Proposal No. 10047656-15-V.

2. Authorize the Chief Financial Officer to expend an amount not to exceed $771,000 for the initial one-year term from Fund Numbers 700039, 700048 and 710001, contingent upon passage of the Annual Appropriations Ordinance for the applicable fiscal year and contingent upon the City Comptroller first furnishing one or more certificates certifying that the funds necessary for this expenditure are, or will be, on deposit with the City Treasurer.

3. Authorize the Mayor, or his designee, to exercise one or more options to extend the Agreement for up to four additional one-year terms, under the terms and conditions set forth in the Agreement.

4. If the Mayor exercises one or more options to renew the Agreement, authorize the Chief Financial Officer to expend an amount not to exceed $771,000 for the first option year, $782,600 for the second option year, $794,300 for the third option year, and $806,200 for the fourth option year, contingent upon: (i) execution of a written amendment to the Agreement for each option year; (ii) passage of the Annual Appropriations Ordinance for the applicable fiscal year; and (iii) on the City Comptroller furnishing one or more certificates certifying that the funds necessary for this expenditure are, or will be, on deposit with the City Treasurer for the option year.

5. Determine this action is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the State CEQA Guidelines.

STAFF RECOMMENDATIONS:
Approve the requested actions.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	ALL
COMMUNITY AREA(S):	ALL
ENVIRONMENTAL IMPACT:	This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15308 because it involves actions by a regulatory agency to protect the environment.
CITY CLERK INSTRUCTIONS:	Send copies of fully executed Agreement and Resolutions to MS 1103A; Attn: James Chen

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 9/4/2014
ORIGINATING DEPARTMENT: Environmental Services
SUBJECT: Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management, Transportation and Disposal Services.
COUNCIL DISTRICT(S): ALL
CONTACT/PHONE NUMBER: James Chen/858-492-5039 & MS 1103A

DESCRIPTIVE SUMMARY OF ITEM:
Authorize the execution of the Agreement with Clean Harbors Environmental Services, Inc. for an initial term of one year, in an amount not to exceed $771,000. This Agreement provides household hazardous waste management, transportation and disposal services for City residents.
STAFF RECOMMENDATION:
Approve the requested actions.
EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City's Household Hazardous Waste (HHW) Program is a requirement of the 1989 California Integrated Waste Management Act (AB 939) and, more specifically, the Household Hazardous Waste Element (HHWE). The Council approved the City of San Diego's HHWE in July 1995. The City's HHWE identifies how to safely collect, recycle, treat and dispose of household hazardous wastes. Household hazardous wastes are leftover or unused products used in a residential setting for the maintenance of a home, yard, pool, or vehicle that pose a hazard to human health or the environment when improperly managed or disposed.

There are three major components to the City's HHW collection efforts. The first is the permanent HHW Transfer Facility at the Miramar Landfill that opened in November 1999. The second component is the eight one-day recycling events held annually to collect used oil, oil filters, automotive batteries, antifreeze, consumer batteries, and fluorescent bulbs. The third component is the City's Miramar Landfill Load Check Program at the Miramar Landfill that detects and deters the illegal disposal of a variety of unacceptable waste, including HHW.

The HHW management, transportation, and disposal services agreement provides HHW collection, transportation, and disposal services at the permanent HHW Transfer Facility (HHWTF) and one-day HHW recycling events; door-to-door HHW collection for qualified residents; and the HHW transportation and disposal services for the Miramar Landfill Load Check Program. The current HHW services contract expires on December 31, 2014.

After a competitive process to obtain household hazardous waste management, transportation and disposal services for City residents (Request for Proposal No. 10047656-15-V), Clean Harbors Environmental Services, Inc. (Clean Harbors) was determined to be the successful Proposer representing the best overall value to the City. Clean Harbors is a hazardous waste management company and provides HHW management and disposal services including the collection, packaging, transportation, recycling, treatment and disposal of HHW. Clean Harbors

has provided HHW services at the HHWTF and one-day HHW recycling events for the City since 1999. Under the terms of this Agreement, Clean Harbors will operate the HHWTF, one-day HHW recycling events, and door-to-door HHW collection services. In addition, Clean Harbors possesses the necessary licenses and permits to transport, treat, and dispose of HHW. Staff recommends awarding an Agreement for an initial one-year term with four additional one-year options with Clean Harbors.

FISCAL CONSIDERATIONS:

A formal Service Level Agreement (SLA) between Environmental Services, Public Utilities, and Transportation and Storm Water Departments identifies funding for the HHW services. Additional funding is provided by the CalRecycle Used Oil Payment Program which is awarded annually.

Contract term is an initial one-year term with options to renew the Agreement for four additional one-year terms. Total contract cost over five years will not exceed $3,925,100. Contract cost for the initial one-year term will not exceed $771,000. Contract cost for the first option year will not exceed $771,000. Contract cost for the second option year will not exceed $782,600. Contract cost for the third option year will not exceed $794,300. Contract cost for the fourth option year will not exceed $806,200.

Contract funding for Fiscal Year 2015 is from Cost Center 2115121115, Fund 700039 for $5,000; Cost Center 2115121116, Fund 700039 for $7,500; Cost Center 2115111113, Fund 700048 for $338,000; and Cost Center 2115111113, Fund 710001 for $35,000.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, San Diego Municipal Code Section 22.2701 thru 22.2708); and Non-Discrimination in Contract Ordinance (San Diego Municipal Code Section §22.3501 through §22.3517)

ENVIRONMENTAL CONSIDERATION:

This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15308 because it involves actions by a regulatory agency to protect the environment.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Council Resolution: R-286189 adopted on July 31, 1995. Approval of the Household Hazardous Waste Element for the City of San Diego

Council Resolution: R-308955 adopted on June 5, 2014. Authorize the City to apply for and receive CalRecycle Used Oil Payment Program funds from FY 2014/2015 to FY 2018/2019.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The approval of the HHW management, transportation, and disposal contract would result in the continuation of HHW collection and disposal services with no adverse impact to City residents. The City does not have the staff nor possesses the necessary licenses and permits to transport, recycle, treat, and dispose of HHW. The current HHW management, transportation, and disposal contract expires on December 31, 2014.

Sierra, Mario
Originating Department

_____
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO **EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**	DATE: September 17, 2014
SUBJECT: Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management, Transportation and Disposal Services.	

GENERAL CONTRACT INFORMATION

Recommended Contractor: Clean Harbors Environmental Services, Inc. (Not Certified, Caucasian-Male)

Amount of this Action: $ 771,000 (FY 2015)
Total Agreement Amount: $ 3,925,100 (Not to Exceed)

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION	This Action	Percent
Cruz Containers (DBE/MBE/WBE, Latino-Female)	$ 8,000.00	1.04%
IQ Personnel, Inc. (DBE/MBE, Latino-Male)	$ 1,800.00	0.23%
Total Certified Participation	**$ 9,800.00**	**1.27%**
Total Subcontractor Participation	**$ 9,800.00**	**1.27%**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Clean Harbors Environmental Services, Inc. submitted a Work Force Report for their San Diego employees dated, July 7, 2014 indicating 53 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Female in Management & Financial, Professional and Operative Workers
Latino in Professional and Sales
Filipino in Crafts

Based on the under representations in the workforce noted above, staff has requested an Equal Employment Opportunity (EEO) Plan which describes the firm's EEO policies and practices to be submitted no later than September 26, 2014 for approval. Once approved, staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(10047656-15-V)

MB

Proposal for HHW Management, Transportation and Disposal Services

TAB D

EEO Policy and Forms

TABLE OF CONTENTS

DISCLOSURE OF DISCRIMINATION COMPLAINTS 2
WORK FORCE REPORT 4
SUBCONTRACTOR PARTICIPATION LIST 7
Commitment Letters 8
CRUZ CONTAINERS 8
IQ PERSONNEL 9
DEMONSTRATED COMMITMENT TO EQUAL OPPORTUNITY 10
Outreach Efforts 10
Past Participation Levels 11
CALENDAR YEAR 2011 12
CALENDAR YEAR 2012 13
CALENDAR YEAR 2013 14
Equal Opportunity Employment 15
Community Activities 17

DISCLOSURE OF DISCRIMINATION COMPLAINTS

Clean Harbors Environmental Services, Inc. is the U.S. operating division of the largest hazardous waste service company in North America. In the course of our business, we do receive employee claims alleging discrimination. We investigate all such claims and actively ensure compliance with state and federal law. Clean Harbors is committed to creating a diverse environment and is proud to be an equal opportunity employer. Clean Harbors does not discriminate based on race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age or veteran status.

After a due and diligent search, the attached list includes those claims that have been made during the last seven years, through July 7, 2014. In accordance with our records policy, records relating to legal matters are retained for seven years after resolution.

Notice Received by Clean Harbors	Claimant	Discrimination Charge	Outcome	Closed Date
30-Dec-2008	Confidential	Sex	Settled	24-Feb-2009
16-Jan-2009	Confidential	Sex	Settled	25-Feb-2009
3-Apr-2009	Confidential	ADA	Dismissed	8-Dec-2010
3-Apr-2009	Confidential	ADA	Settled	8-Dec-2010
16-Nov-2009	Confidential	Religion	Settled	9-Dec-2010
27-May-2009	Confidential	Race	Dismissed	29-Aug-2011
24-Sep-2009	Confidential	Age, Sex	Settled	3-Feb-2010
24-Sep-2009	Confidential	ADA	Settled	3-Feb-2010
6-Jul-2010	Confidential	Age	Dismissed	1-Apr-2011
25-May-2010	Confidential	Sex, Race	Dismissed	13-Mar-2013
6-Jul-2010	Confidential	ADA	Settled	2-May-2012
6-Jul-2010	Confidential	Race	Pending	
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Race	Settled	26-Apr-2011
14-Jun-2010	Confidential	Sex	Settled	28-Jan-2011
23-Nov-2010	Confidential	Age	Dismissed	7-May-2011
16-Mar-2011	Confidential	Sex	Settled	19-Jun-2012
14-Apr-2011	Confidential	Age	Dismissed	29-Sep-2011
25-Oct-2011	Confidential	Sex	Settled	19-Jun-2012
23-Nov-2011	Confidential	Race	Dismissed	15-Apr-2011
23-Nov-2011	Confidential	ADA	Dismissed	20-Dec-2011
15-Apr-2011	Confidential	Race	Pending	
8-Jun-2011	Confidential	Race	Settled	3-Aug-2012

Notice Received by Clean Harbors	Claimant	Discrimination Charge	Outcome	Closed Date
17-Jun-2011	Confidential	ADA	Pending	
20-Sep-2011	Confidential	Race	Settled	7-Sep-2012
09/28/2011	Confidential	Race	Dismissed	21-Apr-2011
6-Apr-2012	Confidential	Race	Dismissed	16-Feb-2013
12-Aug-2013	Confidential	Race	Dismissed	8-Oct-2013
17-May-2012	Confidential	Age	Pending	
17-Dec-2013	Confidential	Sex	Dismissed	31-Mar-2014
27-Nov-2013	Confidential	Retaliation	Pending	
17-Dec-2013	Confidential	race, color, sex	Pending	
24-Sep-2013	Confidential	race, color, sex national origin	Pending	

City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

AA. WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

CONTRACTOR IDENTIFICATION

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

Name of Company: Clean Harbors Environmental Services, Inc.

AKA/DBA: n/a

Address (Corporate Headquarters, where applicable): 42 Longwater Drive, P. O. Box 9149

City Norwell County Plymouth State Massachusetts Zip 02061-9149

Telephone Number: (781) 792-5000 FAX Number: (781) 792-5902

Name of Company CEO: Alan S. McKim

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

Address: 3495 Kurtz Street

City San Diego County San Diego State California Zip 92110

Telephone Number: (619) 241-4250 FAX Number: (619) 224-2588

Type of Business: Environmental | Hazardous Waste Management Type of License: Contractor, Hazardous Waste Hauler

The Company has appointed: Lucille M. Fruzzetti, Human Resources Analyst

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

Address: 42 Longwater Drive, P. O. Box 9149, Norwell, Massachusetts, 02061-9149

Telephone Number: (781) 792-5152 FAX Number: (781) 792-5902

☑ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

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

Plymouth *(County)*, Massachusetts *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 7th day of July, 20 14

Fred Gabriel, Vice President Vertical Markets - HHW

WORK FORCE REPORT – NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: July 7, 2014

OFFICE(S) or BRANCH(ES): San Diego Service Center COUNTY: San Diego

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

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	0	0	0	0	0	2	0	0	0
Professional	0	0	0	0	0	0	0	0	0	0	5	1	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	1	0	0	0	0	2	1	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	1	0	16	0	3	1	0	0	0	0	8	3	1	0
Operative Workers	2	0	3	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	3	0	20	1	3	2	0	0	0	0	17	5	1	1

Grand Total All Employees	53

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: July 7, 2014

OFFICE(S) or BRANCH(ES): San Diego Service Center COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Grand Total All Employees: 0

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

BB. SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	**SLBE/ELBE** (*/MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
CRUZ CONTAINERS 2761 South Lilac Ave, Bloomington, CA 92316	Drums/boxes supplier	3.5%	$8,000.00	MBE/DBE	City of Los Angeles
IQ PERSONNEL, INC. 8039 Painter Ave # 200, Whittier, CA 9062	Temporary staffing (as needed)	0.2%	$1,800.00	MBE/DBE	City of Los Angeles

* *Listed for informational purposes only.*

** *Contractor shall indicate if Subcontractor is certified by* one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

Cruz Containers, Inc.

2761 S. Lilac Ave.
Bloomington, CA 92316
(909) 562-0580 • Fax (909) 562-0579
E-mail: cruzcontainers.com

July 2, 2014

Clean Harbors Environmental Services
3495 Kurtz Street
San Diego, CA 92110

Attention: Tim Lee

Dear Mr. Lee:

This letter serves as acknowledgement that Cruz Containers is committed to providing Clean Harbors with shipping containers for hazardous and non-hazardous waste to assist your team in servicing the City of San Diego's Household Hazardous Waste Program.

Sincerely,

William J. Cruz
President

IQ PERSONNEL
ENVIRONMENTAL STAFFING

July 2, 2014

Clean Harbors Environmental Services
3495 Kurtz Street
San Diego, CA 92110
Attention: Tim Lee

Dear Mr. Lee:

This letter serves as acknowledgement that IQ Personnel is committed to providing Clean Harbors with temporary staffing to assist your team in servicing the City of San Diego's Household Hazardous Waste Program.

Sincerely,

Richard Clavesilla
General Manager

8039 Painter Ave., Ste. 200, Whittier, CA 90602 | Tel (562) 698-2800 | Fax (562) 698-2811

DEMONSTRATED COMMITMENT TO EQUAL OPPORTUNITY

OUTREACH EFFORTS

The majority of activities required in support of this contract will be performed in-house using Clean Harbors' full-time personnel, and company-owned/operated equipment. However, there are a few areas that we know will require third party assistance:

a) Suppliers of UN-approved shipping containers for hazardous waste, and personal protective equipment (NAICS 423840);

b) Occasional OSHA 24 and 40-hour trained temporary labor for Recycle Collection Events and/or Bulb and Battery Collection Events (NAICS 561320);

Initially, Clean Harbors narrowed its search to potential SLBEs and ELBEs (i.e. Emerging Business Enterprises). Therefore, our search began on the City of San Diego Business Opportunities Center's registry of vendors – PRISM Compliance Management Portal.

Using the NAICS codes listed above in our query, PRISM's search returned the following three certified vendors.

- **Omega II, Inc. (SLBE)**

  According to Omega II's website (www.omegaindustrial.net), the company provides, "…clients with a complete range of contractor services, including mechanical and marine services, as well as industrial, commercial and facilities maintenance & repair." Although they list NAICS codes 532412 and 532490, Omega II does not actually provide equipment rental services; and definitely not forklift rental.

- **Relationships At Work, Inc. (ELBE)**

  Clean Harbors discovered nearly the identical issue too with Relationships At Work. Although they list NAICS code 561320, their website (www.relationships-at-work.com) makes it very clear that this is not a temporary labor staffing agency. It is actually a human resources consultant.

- **Specialty Seals & Accessories, Inc. (ELBE)**

  Specialty Seals & Accessories sells exactly that: seals, pumps, gaskets, etc. The company's website (http://www.ssausa.com) has a complete list of products available for purchase, none of which include drums and other types of shipping containers for hazardous waste.

Clean Harbors turned its outreach focus towards potential disadvantaged business enterprises ("DBEs"). Rather than multiple searches through different certifying agencies, we took the "one stop shop" approach and utilized the California Unified Certification Program ("CUCP") website instead. The following are our results by NAICS code.

423840 - Industrial Supplies Merchant Wholesalers

The query returned 29 records for vendors located throughout the State of California, two of which were qualified: Cruz Containers and A1 Environmental Health & Industrial Safety Supply, Inc. Clean Harbors has a long-standing business relationship with Cruz Containers. We currently utilize them now for providing supplies to support our existing contract with the City of San Diego; as well as our HHW contracts with San Diego County and the City of Los Angeles, and our contracts with the Los Angeles Department of Water and Power.

Although a great possible candidate, unfortunately, A 1 Environmental is certified as a DBE through the Los Angeles County Metro Transportation Authority ("MTA"). The Los Angeles County MTA is not listed in the RFP as an EOC Accepted Certification Agency. Clean Harbors may still reach out to them in the future for supplies however, to help us meet/exceed DBE goals with other government contracts.

561320 - Temporary Help Services

Of the 74 records returned, Clean Harbors chose IQ Personnel. We already utilize IQ Personnel for as-needed temporary staffing in Southern as well as Northern California. They have plenty of OHSA-trained personnel available to assist us with HHW collection events, as well as emergency response services.

PAST PARTICIPATION LEVELS

The next three pages contain excerpts from Clean Harbors' Commercial Subcontracting Plans for 2011 through 2013. The excerpts highlight the Company's small business subcontracting achievements for the year prior.

Our Commercial Subcontracting Plan is presented every year to a Federal agency (usually the Defense Logistics Agency, Disposition Services) for review and approval. A complete, signed copy of each Plan will be provided to the City upon request.

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2011*.

Calendar Year 2011 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$236,862,871.00	39.32%
LARGE BUSINESS TOTALS	$365,608,764.00	60.68%
TOTAL	$602,471,635.00	100.00%
Women Owned Small Businesses	$14,295,314.00	2.37%
HUBZone Small Businesses	$307,287.00	.05%
Small Disadvantaged Businesses	$4,836,921.00	.80%
Service Disabled Veteran (SDVB) Businesses	$533,757.00	.09%
Veteran Owned Small Businesses	$3,876,798.00	.64%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses - Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$300,023.00	.05%

*4th quarter 2011 estimated

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2012*.

Calendar Year 2012 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$221,029,195.00	36.28%
LARGE BUSINESS TOTALS	$388,183,717.00	63.72%
TOTAL	$609,212,912.00	100.00%
Women Owned Small Businesses	$10,628,893.00	1.75%
HUBZone Small Businesses	$593,059.00	.10%
Small Disadvantaged Businesses	$4,431,223.00	.73%
Service Disabled Veteran (SDVB) Businesses	$91,497.00	.02%
Veteran Owned Small Businesses	$2,536,683.00	.47%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses - Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$0.00	.0%

*4th quarter 2012 estimated

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2013*.

Calendar Year 2013 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$267,549,713.00	39.7%
LARGE BUSINESS TOTALS	$405,646,611.00	60.3%
TOTAL	$673,196,324.00	100.00%
Women Owned Small Businesses	$16,156,712.00	2.4%
HUBZone Small Businesses	$740,516.00	.10%
Small Disadvantaged Businesses	$6,395,365.00	.90%
Service Disabled Veteran (SDVB) Businesses	$471,237.00	.10%
Veteran Owned Small Businesses	$4,375,776.00	.60%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses- Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$0.00	.0%

*4th quarter 2013 estimated

EQUAL OPPORTUNITY EMPLOYMENT

Please see Clean Harbors' official Equal Opportunity Policy Statement on the next page.

Clean Harbors
EQUAL OPPORTUNITY POLICY STATEMENT

Clean Harbors is firmly committed to Equal Employment Opportunity (EEO) and to compliance with all Federal, State and local laws that prohibit employment discrimination on the basis of age, race, color, gender, national origin, religion, disability, protected veteran status and other protected classifications. This policy applies to all employment decisions including, but not limited to, recruiting, hiring, training, promotions, pay practices, benefits, disciplinary actions and terminations.

As a government contractor, Clean Harbors is also committed to taking affirmative action to hire and advance minorities and women as well as qualified individuals with disabilities and covered veterans.

We invite employees who are disabled or protected veterans and who wish to be included under our Affirmative Action Program to self-identify as such with the EEO Coordinator. This self-identification is strictly voluntary and confidential and will not result in retaliation of any sort.

Employees of and applicants to Clean Harbors will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any Federal, State, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans.

I, Eric Gerstenberg as President of Clean Harbors Environmental Services, am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the company, I have selected Lucille M Fruzzetti as the EEO Coordinator for Clean Harbors. One of the EEO Coordinator's duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of the company's programs.

In furtherance of Clean Harbors' policy regarding Affirmative Action and Equal Employment Opportunity, Clean Harbors has developed a written Affirmative Action Program which sets forth the policies, practices and procedures which the company is committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. This Affirmative Action Program for qualified individuals with disabilities and qualified protected veterans is available for inspection by any employee or applicant for employment upon request, between 8:00 AM - 4:00 PM at the Human Resources department. Any questions should be directed to me, your supervisor, or Lucille M Fruzzetti, EEO Coordinator.

Eric Gerstenberg
President

11/1/2012

COMMUNITY ACTIVITIES

Throughout Clean Harbors, there is a spirit of caring for the community and compassion for helping those in need. Over the past four years alone, our employees have donated hundreds of thousands of hours of their free time to help charitable causes. Plus, the Company has donated millions of dollars to charitable communities where its employees live and work.

The examples provided here highlight only a few of the many community activities Clean Harbors supports across the United States, Canada and Puerto Rico.

Clean Harbors Takes Part in 23rd Annual Rodman Ride for Kids

Clean Harbors has enjoyed a great working relationship with Rodman Ford in Foxboro, MA over the past several years. We are to proud announce that Clean Harbors made a generous donation to their charity event, the 23rd Annual Rodman Ride for Kids. The Rodman Ride for Kids is an umbrella matching gift charity raising funds for youth-focused social service agencies that support at-risk kids in Massachusetts. Through the corporate donation, many Clean Harbors employees and their supporters rode bikes on September 29 for a day of fun, exercise and fresh air, all while supporting a great cause. Riders took part in a 100, 50 or 20 mile non-competitive bicycle ride.

Pictured left to right: Ray Bell, Ed Lowe and Ed Lowe's son.

Twenty-four years ago, the Tennessee River Rescue started as a small group of concerned citizens wanting to clean up their hometown. Today, the annual event draws close to a thousand volunteers to waterways all over the Tennessee Valley. People of all ages (5-85 years old) and all walks of life come out to pick up trash and make a difference in the Scenic City.

Staff, including their families, from the local Clean Harbors Chattanooga Field Service and Sales Departments provided 2 boats and support for this event. On Saturday, October 6th, CHES personnel spent their day in the cold and rain to pick up tires and trash from the banks of the Tennessee River. This was a great opportunity for CHES to give back to Chattanooga and have a fun day doing it. We look forward to continuing to support this worthwhile event.

Gustavo "Tavo" Molina, CleanPack Chemist in the San Diego, CA area HHW, seems to always be at the right place at the right time to make a difference for customers. While on duty at the [redacted] HHW facility, Tavo noticed when a resident was dropping off Sharps medical waste that there were a few wrapped bundles underneath. After taking a closer look, Tavo noticed it was a considerable amount of money.

Customer Manuel Medrano says Tavo stopped the resident as she was leaving and gave her the cash. "She was clearly happy and thankful, she explained that the Sharps were once used by her deceased husband and the cash was being stored there by him as well," said Manuel. "She also explained the money was going to be great help because she's currently going through some financial woes. Tavo's honesty is truly admirable!"

Naval Base San Diego Celebrates Earth Day

Story Number: NNS140424-10 Release Date: 4/24/2014 4:55:00 AM

By Maile Y. Baca, Naval Base San Diego Public Affairs

SAN DIEGO (NNS) -- Naval Base San Diego (NBSD) celebrated Earth Day by holding various events around base to increase environmental awareness through recycling, education and an innovative pilot program kickoff on Apr. 22.

Located in the yard shared by the recycling center and Disposition Services San Diego, Naval Base San Diego's environmental department partnered with Defense Logistics Agency (DLA) Disposition Services San Diego, Clean Harbors, the information technology department and sustainable solid waste departments at Navy Region Southwest to host a San Diego metro wide electronic device and appliance turn-in event.

"In honor of Earth Day, we wanted to provide metro San Diego commands an opportunity to do a little spring cleaning and recycling. Turning in old and unused electronic devices and appliances for recycling not only helps the environment, but also the local community by removing recyclable items from the landfills," said Kelly Griffith-Garrett, Site Manager DLA Disposition Services San Diego.

At the end of the four hour event, 10.5 tons of electronic waste and 6.5 tons of scrap metal were collected from 25 different commands. The electronic device and appliance turn-in event is hosted twice a year at various San Diego bases in order to encourage commands to recycle.

Meanwhile on the other side of the base, Training Support Center (TSC) San Diego hosted a kickoff of a pilot program focused on energy reduction through behavioral change. The program called "Do Watts Right" is a competition among TSC buildings located at the metro San Diego installations. Personnel in each TSC building work as teams in order to reduce energy usage by encouraging a change in habits such as turning off computers and lights when leaving for long periods of time.

The innovative pilot program was created by Jeffrey Jacobson, NBSD's resource efficiency manager. "Typically there are three areas that one can focus on when reducing energy; capital projects, operations and maintenance and behavior change. At NBSD, we have maximized what we can with the first two through investments in solar, LED lights and updating building control systems. Where we lack is in behavior change because it is the least understood. Successful behavior change programs can save up to 10-15 percent annually. Through Do Watts Right, we have an opportunity to really make a difference and have fun."

At the Waterfront Recreation Center located near Pier 2, Hadrianna Delos Santos, an Environmental Scientist from NBSD's Environmental Department, coordinated an educational Earth Day booth aimed at educating Sailors and civilians about the base environmental initiatives.

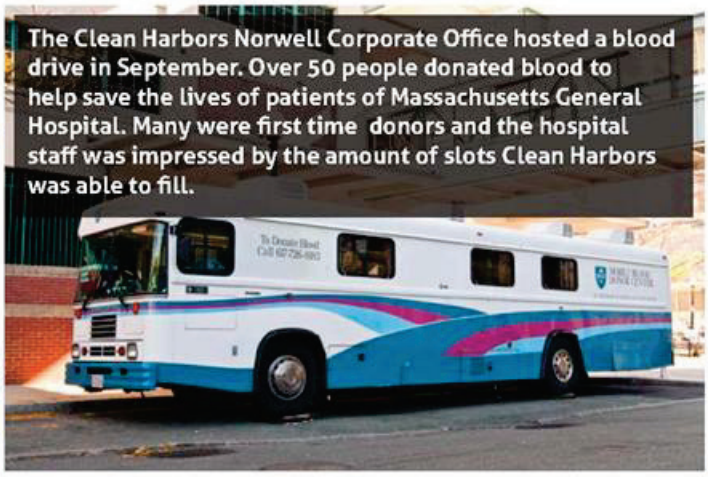
When talking with a group from Southwest Regional Maintenance Center, the subject of properly disposing old batteries came up.

"Many people don't realize that throwing batteries in your trash is illegal," Delos Santos said. "It was great that we were asked what the process on base is and if there were battery disposal bins available. We ended up bringing over our battery bin to the booth and by the end of the day, the bin was full. It is amazing the progress being made in environmental education."

NBSD's commanding officer, Capt. Curt Jones, was happy to see so much awareness in the various events around base. "Each year I see more and more interest in what people can do to recycle, reduce their carbon footprint and enhance our stewardship. At Naval Base San Diego, we'll continue to promote environmentally friendly initiatives, educational events and recycling because every bit helps."

Naval Base San Diego officially celebrated Earth Day April 22. Earth Day officially started April 22, 1970 as a day focused on educating people about environmental issues.

For more news from Naval Base San Diego, visit www.navy.mil/local/NBSD/.



The Clean Harbors Norwell Corporate Office hosted a blood drive in September. Over 50 people donated blood to help save the lives of patients of Massachusetts General Hospital. Many were first time donors and the hospital staff was impressed by the amount of slots Clean Harbors was able to fill.

The Clean Harbors Sales and Operations Group in Alabama teamed together to cook and serve barbeque, hamburgers and hot dogs for the Highway 11 Cleanup Day at the [redacted] plant in Vance, AL. The annual event is coordinated by the [redacted] Environmental Department, which is led by [redacted], Environmental Engineer. Over 300 [redacted] employees and their families were served by Marc Simon, TSGM Greenbrier; Heather Sisson, InSite Program Manager; and Jay Breaux, Account Manager.

This is the second year Clean Harbors has provided food for the event that also included music, games and a fishing pond for the employees. The Clean Harbors InSite group assisted the cleanup effort by picking up the bags of trash collected by the [redacted] Team Members and handing out water while [redacted] team members were collecting trash along the highway.

Clean Harbors Hits Hole in One for Cam Neely Foundation for Cancer Care at Annual Golf Tournament

Clean Harbors held its 28th annual golf tournament on September 7 at the Easton Country Club in Massachusetts. The weather was perfect and 79 golfers, consisting of employees, vendors and guests, got into the swing of things. Congrats to the winning foursome whose score of 12 under par left the other teams green with envy.

Most importantly, for the 10th consecutive year we raised money for the Cam Neely Foundation for Cancer Care. Raffles were held during the tournament utilizing donations from local restaurants, hotels, retailers, vendors and professional sports teams. 100% of the money raised was donated to the charity. This year Clean Harbors raised $3,125 bringing the total donated to the charity to $23,244 over the past decade.

Clean Harbors' Employees Lace Up Their Running Shoes to Promote Wellness & Community Relations

On a beautiful August morning, nearly 60 employees donned their running gear and braved the heat and challenging course to run the 41st New Balance Falmouth Road Race. Known as America's family race, the Falmouth Road Race features over 13,000 runners sharing the road along a picturesque yet difficult shoreline course in Cape Code, Massachusetts.

As a Platinum Sponsor to the race, Clean Harbors strives to field a large group of runners. "Team Clean Harbors" featured nearly 60 runners, most from the Corporate Norwell Office, including several of the Company's executives. Clean Harbors also sponsored and staffed a water station for the runners. Our water station volunteers arrived early in the morning to fill and eventually passed out over 6,000 cups or water.

New Balance Falmouth Road Race Welcomes Platinum Sponsor Clean Harbors

Date: April 12, 2012

April 11, 2012, Falmouth, MA – The New Balance Falmouth Road Race announces that Clean Harbors has become a platinum sponsor of the 2012 event. As part of the sponsorship, the race is providing a running coach for Clean Harbors' new employee running club. Additional employees will be staffing a new water station along the course the day of the event. The 40th running of the New Balance Falmouth Road Race will be Sunday, August 12, 2012.

"We are thrilled to partner with Clean Harbors for the 40th running of the New Balance Falmouth Road Race," said Scott Ghelfi, president, board of directors. "Clean Harbors is kicking off a health and wellness initiative that matches our organization's mission of promoting health and fitness through community programs. We look forward to our partnership and cheering on the dozens of Clean Harbors employee runners in August."

Falmouth native Christopher Simpson will be coaching the newly formed Clean Harbors Employee Running Club. Simpson is a former All-American runner from Brandeis University who is currently preparing for the USA Track & Field Masters National Championships. He holds a Level 1 Certification from USA Track & Field in coaching and is the president of the Eliot Track Club in Boston.

The running program will be open to any Clean Harbors employee who wants to add running to their fitness routine, regardless if they are focusing on running the New Balance Falmouth Road Race or not. Simpson will provide a training manual for all club members and hold two training sessions a month at the company's Norwell offices leading up to the race in August. Employees who are part of the running club will also be eligible for a 15% discount at four New Balance retail stores.

"Clean Harbors is happy to create this unique partnership with the New Balance Falmouth Road Race," said Deirdre Evens, executive vice president of human resources and central services of Clean Harbors. "Health and safety are the number one priorities for our company and our employees. This partnership gives us the opportunity not only to promote health and wellness to our employees but also to the larger community around us. We are all excited to become involved with the 40th running of the race through running and volunteering in August."

The New Balance Falmouth Road Race will be adding a water stop to Grand Avenue in Falmouth Heights near the finish. Clean Harbors will be staffing that new stop offering runners a much needed refreshment during the last climb of the race.

"The New Balance Falmouth Road Race medical team has advised us that a water stop was needed before the finish line," said Christine Frazier, director of marketing and sponsorships, New Balance Falmouth Road Race. "We are excited that Clean Harbors, through their health and wellness initiative, is encouraging their employees to become involved and staff this crucial stop for runners."

Alan McKim's Community Involvement and Giving

Chairman and CEO Alan McKim not only devotes his time and energy to Clean Harbors; he also provides his support and time to local organizations and institutions to positively impact the communities in which he lives and works – most notably in the areas of youth, healthcare, and entrepreneurship. Three examples are his involvement with South Shore Hospital, Northeastern University, and the Boy Scouts of America.

Alan and his family have been involved with South Shore Hospital and their Campaign for Healing, Caring and Comforting. Alan said, "My four children and I are honored to help South Shore Hospital, which touches more lives in our region every day than any other charity. We are eternally grateful for how South Shore Hospital has helped our family, friends, neighbors and coworkers."

Richard D'Amore (left), President of Northeastern Joseph E. Aoun (center), and Alan McKim (right).

Over the past five years, Alan has become actively engaged with Northeastern University as a member of the Board of Trustees and has spent time teaching and offering advice to many students. He has focused his efforts on innovation and entrepreneurship, core values that span colleges and disciplines at Northeastern. Alan has contributed financially to the business school which aims to shape the country's next generation of entrepreneurs and innovators. Alan received his master's degree in business administration from Northeastern University in 1988.

Alan is an active board member for The Boy Scouts of America Old Colony Council. He has been part of growing and improving Camp Squanto in Plymouth. He is also a past recipient of the Distinguished Citizens Award for his humanitarian and philanthropic work with the Boy Scouts of America.

These values of community giving and local involvement are also important to Clean Harbors and are evidenced throughout the company with its many community relations efforts.

Clean Harbors' Webinar on Clandestine Drug Lab Cleanup

On August 21, John Martin, Tech Services General Manger, and Patrick Leis, CleanPack Chemist Senior Lead, from Clean Harbors presented a webinar on Clandestine Drug Lab Cleanup to the members of North American Hazardous Materials Management Association (NAHMMA) for their monthly webinar series. NAHMMA membership is mainly made up of representatives from City, County, and State Household Hazardous Waste programs throughout the U.S. NAHMMA's webinar series is an opportunity for subject matter experts to share their wealth of knowledge and experiences with stakeholders within the industry in an effort to educate and impact positive change in our communities.

According to Jonathan Stumpf, NAHMMA's Communication Director, "50 NAHMMA members registered for the one-hour presentation that covered all aspects of dealing with clandestine drug labs. The presentation discussed the history of meth production, methods of cooking, waste types and hazards, contamination and cleanups, DEA requirements, shipping and disposal, and followed by a short question and answer. Overall, the audience was very satisfied with the webinar, many heard info that will help them to do their jobs better, and many were interested in seeing this topic presented at a future NAHMMA conference."

June 11, 2009

Massachusetts Maritime Receives Gift From Clean Harbors Environmental Services For Naming Rights To Athletic Facilities

Courtesy Massachusetts Maritime Sports Information

Buzzards Bay, Mass. -- The Massachusetts Maritime Academy has received a pledge from Clean Harbors Environmental Services, Inc. of Norwell, Mass. in the amount of $1.5 million dollars for naming rights to its contiguous athletic stadium and gymnasium complex. The acceptance of the pledge, which was presented by Clean Harbors Chairman and Chief Executive Officer **Alan S. McKim**, was approved unanimously earlier this morning by the school's Board of Trustees and announced by Admiral **Richard G. Gurnon**, President of the Massachusetts Maritime Academy.

The Clean Harbors Athletic Center will be comprised of the athletic stadium, which is the current home of Commander Edward A. Ellis Field, as well as all athletic and recreation facilities currently housed in Alumni Gymnasium. Gift monies received from Clean Harbors will be used for complete renovation of stadium seating, additional construction, renovation and expansion of existing men's and women's locker room and training facilities in Alumni Gymnasium itself as well as the construction of a new Athletic Media Center contained in the Gymnasium structure overlooking the stadium.

"Clean Harbors has been a consistent supporter of the Academy's training mission and has maintained a long term educational and career development relationship with the Academy by providing in-service training and equipment to the Academy's students and graduates for the past 20 years," Chairman McKim said. "Many of those students later joined the company after graduating and became career Clean Harbors' employees rising to senior positions in the company."

Safety-Kleen and [redacted] Host Earth Day Events

Safety-Kleen and [redacted] hosted Earth Day events to show the commitment to protecting the environment for customers and communities. They focused on waste reduction, recycling efforts and the value that Safety-Kleen brings to all facets of waste collection and recycling business. Green House Gases (GHG) Certificates were printed for all sites and employees. This shows the pledge of the organizations helping the environment.

Clean Harbors Sponsors and Helps With "Feed 1,000" Charity Event at Rhode Island Convention Center

All of us are experiencing a pretty tough winter this year throughout North America due to the record cold weather and multiple snow storms. However, many of our neighbors in our communities have to handle more than just the weather as they go hungry during the winter and holiday season. This year, Clean Harbors played a part in helping feed and clothe 2,200 people at the "Feed 1,000" charity and holiday event at the Rhode Island Convention Center in Providence, RI. Clean Harbors was a sponsor of the event and employee Tony Cellucci, SVP Transportation Compliance, and his family helped out as volunteers at the event.

The event included a coat giveaway, free flu shots, pictures with Santa and toys for the kids, but the centerpiece of the day was the food and the atmosphere. Attendees feasted on home-style food and enjoyed a warm spot for their families. Lines snaked into the main exhibition hall at what could be described as the largest Christmas party in Rhode Island.

"My wife is a part of the [redacted] of Pawtucket, and the company recognized how fortunate they were in 2011 and decided to forego its annual Christmas Party," said Tony. "Instead, they provided a festive Holiday meal for more than 1,200 Rhode Islanders in need. Since then, the event has continued to grow and expand as more companies like Clean Harbors have gotten involved. In 2012, they served more than 1,800 and this year it was over 2,000."

SECTION A
SIGNATURE PAGE

1. Contract No.: **2. RFP No.: 10047656-15-V**

3. Contract Title: Household Hazardous Waste Management, Transportation and Disposal Services

4. Contract Amount: **Prompt Payment Discount Terms:** n/a % 15 **Days**

5. Term of Contract: One (1) year contract, with four (4) additional one (1) year options.

6. Contractor Name: Clean Harbors Environmental Services, Inc.

Address: 3495 Kurtz Street

City/State/Zip: San Diego, California 92110

Telephone: (858) 204-9255

Contact: Kim Carter, Account Manager **E-Mail Address:** carter.kimberly@cleanharbors.com

The City of San Diego Business Tax License Number: 1998001448

Federal Tax ID Number: 04 - 2698999

7. Contract Table of Contents

Contract Form

Section A: Signature Page

Section B: Price Schedule

Section C: Scope of Services

Section D: Qualification and Experience

Section E: Inspection and Acceptance

Section F: Deliveries or Performance

Section G: Contract Administration Data

Section H: Special Contract Requirements

Section I: General Contract Clauses

Section J: List of Attachments, Exhibits, or Appendices

Contractor's Proposal

8. Signature of Authorized Representative/Contractor	9. Signature of The City of San Diego Purchasing Agent	10. Signature of The City of San Diego City Attorney
Fred Gabriel		
Fred Gabriel (Print Name)	(Print Name)	Approved for Form and Legality
V.P. Vertical Markets - HHW (Title)	(Title)	(Print Name)
July 7, 2014 (Date)	(Date)	(Title)
		(Date)

B.02 PRICE SCHEDULE

Clean Harbors will hold all pricing quoted herein (on all rate sheets) firm for the first two (2) years of any resulting contract. Pricing will increase by 1.5% or the Consumer Price Index ("CPI"), whichever is higher, in the third year; as well as each subsequent year.

B.02.1 LABOR RATES

Position	Standard Hourly Rate (Monday – Saturday)	Overtime Hourly Rate (if applicable)	Holiday Hourly Rate (if applicable)
Site Manager	$ 44.00	$ 67.00	$ 67.00
Chemist	$ 41.00	$ 61.00	$ 61.00
Technician (40-Hr)	$ 33.00	$ 50.00	$ 50.00
Laborer (24 or 40-hr)	$ 30.00	$ 45.00	$ 45.00
Laborer (non-24/40-hr)	$ 29.00	$ 43.00	$ 43.00
Survey/Traffic	$ 29.00	$ 43.00	$ 43.00

One (1) staff person is responsible for managing oil and oil filter-related activities; including testing, bulking of uncontaminated oil, and packaging of contaminated oil.

The standard rate for one (1) Technician is $33.00/hour or $198.00/6-hour day for oil and oil filter-related activities.

B.02.2 VEHICLE RATES

Vehicle	Hourly Rate
Box truck with liftgate	$ 42.00
Semi-tractor	$ 42.00
Forklift	$ 56.00

Forklift subject to an eight (8) hour minimum charge.

Portal-to-Portal

*Driver will be billed from the start time at Clean Harbors' Facility to the finish time at the Clean Harbors' facility.

*Box Truck and Semi-Tractor will be billed from the time the truck/tractor leaves the Clean Harbors' Facility until the truck/tractor arrives back to the Clean Harbors' Facility.

*A legible copy of the Clean Harbors' Timesheet will be provided as back up for the truck, tractor, driver and onsite labor times.

*One and one-half (1.5) hours travel time will be added to Chemist and Technician Travel Time for working sites within the following zip codes: 92154, 92173, and 92127. For all other zip codes within the City of San Diego, one (1) hour travel time will be added.

*Onsite Billable Time: Start and end time for the Chemist and Technician will be billed from the agreed start time to the finish time at the designated work address.

B.02.3 PHHWCF STAFFING PLAN

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or non-40 hour)	Survey / Traffic
1 - 50	4	1	1	1	0	0	1
51 - 100	5	1	1	1	0	0	2
101 - 150	7	1	1	3	0	0	2
151 - 200	9	1	1	5	0	0	2
201 - 250	10	1	1	6	0	0	2
251 - 300	11	1	2	6	0	0	2
301 - 350	14	1	2	9	0	0	2
6-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or non-40 hour)	Survey / Traffic
1 - 50	3	1	1	0	0	0	1
51 - 100	4	1	1	0	0	0	2
101 - 150	6	1	1	2	0	0	2
151 - 200	7	1	1	3	0	0	2
201 - 250	9	1	1	5	0	0	2
251 - 300	10	1	2	5	0	0	2
301 - 350	12	1	2	7	0	0	2

B.02.4 PHHWCF NON-HOLIDAY FIXED RATE

	4 hrs Non-Holiday Fixed Rate		6 hrs Non-Holiday Fixed Rate	
Participation	Labor	Mobilization	Labor	Mobilization
1 - 50	$ 1,120.00	$ 400.00	$ 840.00	$ 400.00
51 - 100	$ 1,400.00	$ 400.00	$ 1,120.00	$ 400.00
101 - 150	$ 1,960.00	$ 400.00	$ 1,680.00	$ 400.00
151 - 200	$ 2,520.00	$ 400.00	$ 1,960.00	$ 400.00
201 - 250	$ 2,800.00	$ 400.00	$ 2,520.00	$ 400.00
251 - 300	$ 3,080.00	$ 400.00	$ 2,800.00	$ 400.00
301 - 350	$ 3,920.00	$ 400.00	$ 3,360.00	$ 400.00

B.02.5 PHHWCF HOLIDAY FIXED RATE

	4 hrs Holiday Fixed Rate		6 hrs Holiday Fixed Rate	
Participation	Labor	Mobilization	Labor	Mobilization
1 - 50	$ 1,640.00	$ 400.00	$ 1,230.00	$ 400.00
51 - 100	$ 2,050.00	$ 400.00	$ 1,640.00	$ 400.00
101 - 150	$ 2,870.00	$ 400.00	$ 2,460.00	$ 400.00
151 - 200	$ 3,690.00	$ 400.00	$ 2,870.00	$ 400.00
201 - 250	$ 4,100.00	$ 400.00	$ 3,690.00	$ 400.00
251 - 300	$ 4,510.00	$ 400.00	$ 4,100.00	$ 400.00
301 - 350	$ 5,740.00	$ 400.00	$ 4,920.00	$ 400.00

Labor plus Mobilization above will be charged per collection day.

B.02.6 RECYCLABLE HHW COLLECTION EVENT (THHWCF) STAFFING PLAN

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or 40-hour)	Survey / Traffic
1 – 50	5	1	1	0	1	0	2
51 - 100	6	1	1	0	2	0	2
101 - 150	7	1	1	1	2	0	2
151 - 200	9	1	1	1	4	0	2
201 - 250	11	1	1	2	5	0	2
251 - 300	13	1	1	2	6	0	3
301 - 350	15	1	1	2	8	0	3
351 - 400	18	1	2	2	10	0	3
401 - 450	18	1	2	3	9	0	3
451 - 500	21	1	2	3	12	0	3
501 - 550	23	1	2	5	12	0	3
551 - 600	25	1	2	7	12	0	3
601 - 650	28	1	2	10	12	0	3
651 - 700	32	1	3	12	12	0	4
701 - 750	35	1	3	13	12	0	6
751 - 800	39	1	3	15	12	0	8

B.02.7 RECYCLABLE HHW COLLECTION EVENT (THHWCF) FIXED RATES

	4 hrs Non-holiday Fixed Rate	
Participation	Labor	Mobilization
1 - 50	$ 1,400.00	$ 1,550.00
51 - 100	$ 1,680.00	$ 1,550.00
101 - 150	$ 1,960.00	$ 1,550.00
151 - 200	$ 2,520.00	$ 1,550.00
201 - 250	$ 3,080.00	$ 1,700.00
251 - 300	$ 3,640.00	$ 1,700.00
301 - 350	$ 4,200.00	$ 1,700.00
351 - 400	$ 4,760.00	$ 1,750.00
401 - 450	$ 5,040.00	$ 2,000.00
451 - 500	$ 5,880.00	$ 2,000.00
501 – 550	$ 6,440.00	$ 2,000.00
551 - 600	$ 7,000.00	$ 2,125.00
601 - 650	$ 7,840.00	$ 2,525.00
651 - 700	$ 8,960.00	$ 2,650.00
701 - 750	$ 9,800.00	$ 2,650.00
751 - 800	$ 10,920.00	$ 2,650.00

Recyclable HHW Collection Event 30-minute early start time will be charged an additional $____441.00____ to the fixed rate.

Will Contractor provide discount if Recyclable HHW Collection Events are held in certain months of the year?

Yes _____ No _____✓_____

If yes, which months _____n/a_____; and the discount will be ____n/a____.

Labor plus Mobilization above will be charged per collection day.

B.02.8 DOOR-TO-DOOR FIXED RATE

Rate per door-to-door pickup $ 110.00

Rate applies for each residential pickup location.

Sharps Mail Back Containers Pricing

Container Size	Pricing
1-Quart	$ 52.00
1.5-Quart	$ 57.00
1-Gallon	$ 67.00
Other (specify size)	n/a

B.02.9 SHARPS KIOSK FIXED RATE

Rate per sharps kiosk pickup $ 110.00

B.02.10 HHW TRANSPORTATION AND DISPOSAL RATES

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Acidic, Liquid/Solid, Inorganic	DI	Lab Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	X	X	X
Acidic, Liquid/Solid, Organic	DI	Lab Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	X	X	X
Aerosols, Flammable	DI	Loose Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	$ 165.00	$ 506.00	X
Aerosols, Non-Flammable, Corrosive	DI	Loose Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	$ 165.00	X	X
Aerosols, Non-Flammable, Poison	DI	Loose Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	$ 165.00	X	X
Antifreeze	R	Bulk	$ 38.00	$ 75.00	$ 94.00	$ 125.00	X	X	$ 1.00 /gal
Asbestos – friable	L	Loose Pack	$ 35.00	$ 58.00	$ 83.00	$ 112.00	X	$ 208.00	X
Asbestos – non-friable	L	Loose Pack	$ 35.00	$ 58.00	$ 83.00	$ 112.00	X	$ 208.00	X
Basic, Liquid/Solid, Inorganic	DI	Lab Pack	$ 45.00	$ 78.00	$ 145.00	$ 165.00	$ 165.00	X	X
Basic, Liquid/Solid, Organic	DI	Lab Pack	$ 45.00	$ 78.00	$ 145.00	$ 165.00	$ 165.00	X	X
Batteries, Lead Acid	R	Palletize	X	X	X	X	X	X	No Charge
Butane Lighters	DI	Lab Pack	$ 153.00	$ 305.00	$ 381.00	$ 507.00	X	X	X
Butane Lighters	FI	Lab Pack	$ 153.00	$ 305.00	$ 381.00	$ 507.00	X	X	X
Compressed Gas Cylinders: Helium, single-use, up to 15 cu. Ft. capacity	DI	Cylinder	X	X	X	X	X	X	$ 17/each
Compressed Gas Cylinders: MAPP, single-use 1-lb size	DI	Cylinder	X	X	X	X	X	X	$4.20/each
Compressed Gas Cylinders: Single-use Oxygen, 1-lb size	DI	Cylinder	X	X	X	X	X	X	$ 77/each
Compressed Gas Cylinders: Single-use Propane, 1-lb size	R	Cylinder	X	X	X	X	X	X	$4.20/each
Compressed Gas Cylinders: Propane 5-gallon/BBQ size	R	Cylinder	X	X	X	X	X	X	$ 17/each
Broken fluorescent bulbs	R	Loose Pack	$ 153.00	$ 305.00	$ 381.00	$ 507.00	$ 507.00	X	X

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Cathode Ray Tube Glass	R	Bulk	$0.25 / lb	$0.25 / lb	$0.25 / lb	$0.25 / lb	$0.25 / lb	$0.25 / lb	X
Cyanide, Liquid/Solid	DI	Lab Pack	$ 77.00	$ 232.00	X	X	X	X	$3.15 / lb
Diesel fuel	FI	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	N/A
Empty Drum, Non-RCRA (greater than 5-gallon in size, from customer)	R	Each	$ 6.00	$ 14.00	$ 23.00	$ 30.00	X	X	X
Fire Extinguishers (charged)	R	Cylinder	X	X	X	X	X	X	$ 22/each
Flammable Liquid	FI	Loose Pack	$ 42.00	$ 53.00	$ 101.00	$ 143.00	$ 143.00	X	X
Flammable Liquid, Toxic	DI	Loose Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	$ 201.00	X	X
Flammable Solid	DI	Loose Pack	$ 53.00	$ 83.00	$ 154.00	$ 184.00	$ 184.00	$ 568.00	X
Freon (aerosol can size)	R	Cylinder	X	X	X	X	X	X	$6.56/each
Fusee (Road Flares)	DI	Loose Pack	$ 77.00	X	X	X	X	X	X
Gasoline	FI	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	N/A
Latex Paint	R	Loose Pack	$ 40.00	$ 62.00	$ 90.00	$ 123.00	$ 123.00	$ 300.00	N/A
Latex Paint	DI	Loose Pack	$ 42.00	$ 48.00	$ 101.00	$ 125.00	$ 125.00	$ 331.00	N/A
Latex Paint, PCB Contaminated	DI	Loose Pack	$ 106.00	$ 285.00	$ 397.00	$ 516.00	X	X	X
Lead Paint Waste	DI	Lab Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	X	X	X
Mercury Compounds	~~DI~~ R	Lab Pack	$ 390.00	$ 780.00	$ 975.00	$ 1,300.00	X	X	X
Mercury Compounds	~~T~~ R	Lab Pack	$ 390.00	$ 780.00	$ 975.00	$ 1,300.00	X	X	X
Mercury, Elemental and devices	R	Lab Pack	$ 390.00	$ 780.00	$ 975.00	$ 1,300.00	X	X	X
Nitric Acid, <20%	~~T~~ DI	Lab Pack	$ 53.00	$ 106.00	$ 135.00	$ 177.00	X	X	X
Nitric Acid, 20% - 70%	~~T~~ DI	Lab Pack	$ 51.00	$ 101.00	$ 128.00	$ 165.00	X	X	X
Non PCB Ballasts/Transformers	R	Loose Pack	$ 96.00	$ 153.00	$ 191.00	$ 254.00	X	X	X
Non-RCRA Liquids/Solids	DI	Bulk or Loose Pack	$ 51.00	$ 75.00	$ 130.00	$ 149.00	$ 149.00	$ 448.00	X
Non-RCRA Semi-Solids	DI	Loose Pack	$ 51.00	$ 75.00	$ 130.00	$ 149.00	$ 149.00	$ 448.00	X
Non-RCRA Oily Liquids/Solids	DI	Loose Pack	$ 51.00	$ 75.00	$ 130.00	$ 149.00	$ 149.00	$ 448.00	X

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Oil Filters	R	Loose Pack	$ 30.00	$ 58.00	$ 66.00	$ 89.00	$ 89.00	X	X
Oil-Based Paint	FI	Loose Pack	$ 42.00	$ 48.00	$ 101.00	$ 125.00	$ 125.00	$ 331.00	N/A
Oil-Based Paint	DI	Loose Pack	$ 42.00	$ 48.00	$ 101.00	$ 125.00	$ 125.00	$ 331.00	N/A
Organic Peroxide, Type D, Liquid/Solid	DI	Lab Pack	$ 77.00	$ 232.00	X	X	X	X	$3.15 / lb
Oxidizing Liquid/Solid, Acidic	DI	Lab Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	X	X	N/A
Oxidizing Liquid/Solid, Basic	DI	Lab Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	X	X	N/A
Oxidizing Liquid/Solid, Neutral	DI	Lab Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	X	X	N/A
PCB Ballasts	R	Loose Pack	$ 177.00	$ 343.00	$ 445.00	$ 592.00	X	X	X
Pharmaceuticals, prescription and over-the-counter medications	DI	Lab Pack or Loose Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	$ 201.00	$ 575.00	X
Self-Heating Substances	DI	Lab Pack	$ 77.00	$ 232.00	X	X	X	X	$3.15 / lb
Sharps (Home Generated)	DI	Loose Pack	$ 56.00	$ 112.00	$ 140.00	$ 187.00	$ 187.00	X	N/A
Sharps (Home Generated)	~~T/L~~DI	Loose Pack	$ 56.00	$ 112.00	$ 140.00	$ 187.00	$ 187.00	X	N/A
Sulfuric Acid, fuming	DI	Lab Pack	$ 77.00	$ 232.00	N/A	N/A	X	X	$3.15 / lb
Soil Contaminated with Gasoline	DI	Bulk	$ 105.00	$ 210.00	$ 263.00	$ 350.00	X	X	X
Soil Contaminated with Diesel	DI	Bulk	$ 105.00	$ 210.00	$ 263.00	$ 350.00	X	X	X
Soil Contaminated with Used Motor Oil	DI	Bulk	$ 105.00	$ 210.00	$ 263.00	$ 350.00	X	X	X
Soil Contaminated with Hydraulic Oil	DI	Bulk	$ 105.00	$ 210.00	$ 263.00	$ 350.00	X	X	X
Toxic Liquid, Flammable	DI	Loose Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	$ 201.00	X	X
Toxic Liquid/Solid	DI	Loose Pack	$ 45.00	$ 67.00	$ 145.00	$ 201.00	$ 201.00	$ 575.00	X
Used Motor Oil	R	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	$ 0.32/gal
Used Motor Oil, Contaminated with Chlorinated Substances	DI	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	X

The $350/55-gal drum of Contaminated Soil applies to drums weighing 500 pounds or less. Drums received in excess of that amount will be charged an additional $0.95 for each pound over 500.

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Used Motor, Oil and Diesel Mixtures	FI	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	X
Used Motor, Oil and Diesel Mixtures	DI	Bulk	$ 30.00	$ 48.00	$ 53.00	$ 83.00	X	X	X
Used Motor, Oil and Water Mixtures	R	Bulk	$ 48.00	$ 71.00	$ 95.00	$ 130.00	X	X	X
Used Motor, Oil and Water Mixtures	~~DI~~R	Bulk	$ 48.00	$ 71.00	$ 95.00	$ 130.00	X	X	X
Water Reactive Liquid/Solid	DI	Lab Pack	$ 77.00	$ 232.00	X	X	X	X	$3.15 / lb
All other Hazardous Waste not listed will be charged at invoice cost plus 8.00 %									

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
CYB = Cubic yard fiber board box
R = Recycling
T = Treatment
CQB = Conquest Box/55-gallon fiber board box

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 judgement, 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. peroxided ethers, explosives, etc.) upon request.

Universal Wastes									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Batteries - Alkaline	R	Loose Pack	$ 126.00	$ 252.00	$ 315.00	$ 420.00	X	X	X
Batteries - Alkaline	L	Loose Pack	$ 33.00	$ 56.00	$ 68.00	$ 165.00	X	X	X
Batteries - Gel Cell	R	Loose Pack	$ 48.00	$ 71.00	$ 112.00	$ 160.00	X	X	X
Batteries - Lithium	R	Loose Pack	$ 110.00	N/A	N/A	N/A	X	X	X
Batteries - Mercury	R	Loose Pack	$ 111.00	$ 403.00	$ 693.00	$ 1,019.00	X	X	X
Batteries - NiCad	R	Loose Pack	$ 53.00	$ 134.00	$ 209.00	$ 288.00	X	X	X
Fluorescent bulbs, linear foot	R	Loose Pack	X	X	X	X	X	X	$ 0.13/foot
Fluorescent bulbs, CFL	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 0.53/each
Fluorescent bulbs, U-shape	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 1.26/each
Fluorescent bulbs, Circular	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 1.26/each
Light bulbs, HID	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 3.68/each
Light Bulbs, Mercury Vapor	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 1.05/each
Light Bulbs, Neon	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$5.25 / each
Light Bulbs, Sodium	R	Loose Pack	N/A	N/A	N/A	N/A	N/A	X	$ 6.30/each
Mercury Containing Devices (specify exclusions)	R	Lab Pack	$ 390.00	$ 780.00	$ 975.00	$ 1,300.00	X	X	X

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
CYB = Cubic yard fiber board box
R = Recycling
T = Treatment
CQB = Conquest Box/55-gallon fiber board box

B.02.11 COVERED ELECTRONICS AND MISCELLANEOUS E-WASTE TRANSPORTATION AND DISPOSAL RATES

Waste Category	Disposal Method	Packaging Method	Price per Pound	Reimbursement
Cathode Ray Tubes (CRTs)/ CRT Devices	R	Palletize	$ N/A	$ 0.08
Consumer Electronic Devices	R	Palletize	$ 0.08	$ N/A
Devices with LCD screens	R	Palletize	$ 0.08	$ N/A
Devices with Plasma Screens	R	Palletize	$ 0.08	$ N/A

R = Recycling

B.02.12 COMPRESSED GAS CYLINDERS TRANSPORTATION AND DISPOSAL RATES

		Transportation and Disposal Rate				
Pressurized Gas	Disposal Method	3” x 13” Lecture	4” x 24” Small	12” x 36” Medium	10" x 52” Large	16” x 54” X-Large
Acetylene	R	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Ammonia	T	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Butane	DI	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Carbon Dioxide	T	$ 77.00	$ 77.00	$ 118.00	$ 118.00	$ 177.00
Chlorine	T	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Freon	R	$ 30.00	$ 30.00	$ 58.00	$ 89.00	$ 118.00
Dichlorofluoromethane	DI	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Hydrogen	DI	$ 118.00	$ 296.00	$ 445.00	$ 664.00	$ 958.00
Nitrogen	T	$ 77.00	$ 77.00	$ 118.00	$ 118.00	$ 177.00
Oxygen	T	$ 77.00	$ 77.00	$ 118.00	$ 118.00	$ 177.00
Propylene	R	$ 30.00	$ 30.00	$ 58.00	$ 59.00	$ 118.00
Propane	R				$ 30.00	$ 60.00
MAPP	R				$ 22.00	$ 22.00

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
R = Recycling
T = Treatment

Freon pricing applies only to freon cylinders that are capable of being recycled. Freon that cannot be recycled will be invoiced at the same rates as the Dichlorofluoromethane (a/k/a Freon 21 and R21).

All cylinders must be in DOT-shippable condition. Cylinders with inoperable valves may be subject to rejection, or may be charged an additional handling fee of $400. Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.

B.02.13 CONTAINER PRICING

Item	Pricing by Container Material Type / Each					
	Metal Container		Poly Container		Fiber Container	Other (specify)
	New	Recon	New	Recon		
5 gallon drum – open top	$ 18.00		$ 12.00			
5 gallon drum – closed top	$ 18.00		$ 15.00			
5 gallon drum – screw top			$ 15.00			
16 gallon drum – open top	$ 54.00		$ 43.00			
16 gallon drum – closed top	$ 54.00		$ 43.00			
30 gallon drum – open top	$ 64.00		$ 41.00	$ 41.00		
30 gallon drum – closed top	$ 52.00		$ 52.00			
55 gallon drum – open top	$ 53.00		$ 55.00	$ 48.00		
55 gallon drum – closed top	$ 53.00	$ 53.00	$ 55.00	$ 45.00		
85 gallon salvage drum	$ 161.00		$ 219.00			
Cubic Yard Box – DOT					$ 62.00	
Cubic Yard Box – Non-DOT					$ 39.00	
Conquest Box					$ 23.00	
Pill Box – PG 1 Rated					$ 29.00	
Fluorescent light fiber drum 4 foot (small capacity box)					$ 66.00	
Fluorescent light fiber drum 4 foot (large capacity box)					$ 66.00	
Fluorescent light fiber drum 8 foot (small capacity box)					$ 49.00	
Fluorescent light fiber drum 8 foot (large capacity box)					$ 49.00	

Recon = Reconditioned.

B.02.14 MISCELLANEOUS MATERIAL PRICING

	Unit Cost/Type
Absorbent Pads	$42.00 per bale (100 pads/bale)
Ultrasorb	$9.00 per bag
Vermiculite	$25.00 per bag
Visqueen/Poly Sheeting – 6 mil	$127.00 per roll
Drum Liners – 5 gallon	$1.50 per liner
Drum Liners – 16 gallon	$1.65 per liner
Drum Liners – 30 gallon	$1.65 per liner
Drum Liners – 55 gallon	$3.50 per liner
Conquest Box Liner	$4.25 per liner
Cubic Yard Box Liner	$11.00 per liner
Sharps Container – 1.5-quart	Cost Plus 8.0%
Sharps Container – 1-gallon	Cost Plus 8.0%
Equipment/Materials Not Specified	Cost Plus 8.0 %

Proposal for HHW Management, Transportation and Disposal Services

TAB B

Executive Summary and Response to Scope of Services

TABLE OF CONTENTS

EXECUTIVE SUMMARY 4
EXCEPTIONS 5
CLEAN HARBORS' RESPONSE TO SCOPE OF SERVICES 10
C.04 Core Requirements and Deliverables 10
C.04.1 PHHWCF 10
C.04.1.1 Notice of Change of Operations 10
C.04.1.2 Participant Screening and Survey 10
C.04.1.3 HHW Storage 14
C.04.1.4 HHW Shipment 15
C.04.1.5 Electronic Waste 15
C.04.1.6 Acceptance of Loads for Cost Recovery 15
C.04.1.7 Site Maintenance 16
C.04.1.8 Inspections 16
C.04.1.9 Ground Lease 17
C.04.2 DOOR-TO-DOOR SERVICES 17
C.04.2.1 Sharps Mail Back Service 18
C.04.3 RECYCLABLE HHW COLLECTION EVENTS (THHWCF) 19
C.04.3.1 Notice of Change of Operations 19
C.04.3.2 Participant Survey 19
C.04.3.3 HHW Shipment 19
C.04.3.4 THHWCF Site Setup 19
C.04.3.5 Conditionally Exempt Small Quantity Generators (CESQG) 21
C.04.4 BULB AND BATTERY COLLECTION EVENTS 21
C.04.4.2 Anticipated Days and Hours of Operation 21
C.04.4.4 HHW Acceptance and Shipment 21
C.04.4.5 Bulb and Battery Collection Event Site Setup 21
C.04.4.6 Conditionally Exempt Small Quantity Generators (CESQG) 21
C.04.5 MIRAMAR LANDFILL LOAD CHECK PROGRAM 22
C.04.5.2 Waste Collection and Transportation 22
C.04.5.3 Technical Assistance 24
C.04.5.4 Hazardous Waste Labels and Forms 24
C.04.6 SHARPS KIOSK COLLECTION 24
C.04.7 PAINTCARE PRODUCT STEWARDSHIP PROGRAM PARTICIPATION 25
C.04.8 PERMIT-BY-RULE (PBR) PLANS, PROCEDURES AND DOCUMENTATION 25
C.04.9 WASTE MANAGEMENT DOCUMENTATION 26
C.05 Equipment and Materials 28

C.05.1 Safety Cones 28
C.05.2 Permit-by-Rule Signs 28
C.05.3 Hot Zone 28
C.05.4 Contractor Work Attire 28
C.05.5 Trash Bins 29
C.05.6 Keys 29
C.05.7 Other Equipment 29
C.05.8 City Equipment 29
C.05.9 City Option for Materials 29
C.06 Unacceptable Waste 30
C.07 Personnel 32
C.07.1 Personal Protective Equipment ("PPE") and Work Attire 32
C.07.2 Customer Service and Interaction 34
C.07.3 Staffing Level 35
C.07.4 Requirements for Chemist Position at PHHWCF 35
C.07.5 Requirements for Chemist Position at THHWCF 35
C.07.6 Notice of Change of Personnel 35
C.08 City Responsibilities 36
C.08.1 City Personnel 36
C.08.2 Operating Permits 36
C.08.3 Door-to-Door Service 37
C.08.4 Equipment and Materials 37
C.08.5 Trash and Recycling Bins 38
C.08.6 Keys 38
C.09 Waste Management Plan 39
Part 1 – Disposal | Recycling Methods and Waste Management Facility Routing 39
Part 2 – List of Disposal | Recycling Facilities 43
Part 3 – List of Transporters 45
C.10 Acceptable Transporter & Disposal/Recycling Facilities 46
C.10.1 Notification of Change 46
C.10.2 Regulatory Compliance 46
C.11 Training 48
C.12 Licenses 50
C.13 Warranty 51
C.14 Safety and Accident Prevention 52
C.15 Customer Service 53

C.15.1 City Hotline Services 53
C.15.2 Business Waste Referral 53
C.16 Cooperation and Transition 54
Kickoff Meeting 54
Quality Assurance Meetings 54
Transition 54
C.17 Contractor's Work Site 55
C.18 Optional Service 56
C.18.1 Materials Exchange Program 56
C.18.2 CESQG Program 56
C.18.3 Inter-Jurisdictional HHW Service Agreement 57
C.18.4 Sharps Collection Event 57
C.18.5 Bulb and Battery Collection Program 57
C.19 Incurred Expenses 58

EXECUTIVE SUMMARY

Clean Harbors has the facilities, equipment and personnel to address and fulfill the requirements of the City's HHW Collection and Disposal Services programs. Choosing a company with such experience allows the City to focus on other important business and provides the comfort of knowing a qualified professional is handling HHW programs.

Clean Harbors has operated the City of San Diego's HHW program since 1992. Prior to the City's separate program, we operated the San Diego Regional Program, servicing the City's residents since 1986. Our understanding of the City's Scope of Work is a result of the many years of experience and exposure to the everyday operations of the City's successful program. Clean Harbors will continue to provide the high level of service the City has come to expect.

Clean Harbors will furnish sufficient supervisory and working personnel appropriately trained and capable of promptly accomplishing all work required under this RFP. Clean Harbors has the financial stability and financial resources to perform the Scope of Work for the entire term of the contract. We have access to both corporate and external resources in order to implement and complete any of the tasks assigned to us by the award of this contract. Clean Harbors fully understand and conform to the City's disposal hierarchy by promoting reuse and recycling methods whenever feasible.

We have employees that were specifically hired to support the City's Permanent and one-day collection programs. This workforce will ensure a timely response to any of the City's requests. More importantly, the City's Program will continue with uninterrupted service utilizing the trained staff already in place at the PHHWCF. This minimizes any negative impacts that can sometime occur with changing suppliers such as:

- Insufficient Manpower
- Transitional knowledge transfer, which results in lower productivity
- Poor work planning which can result in insufficient equipment and materials

EXCEPTIONS

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

Please note that Clean Harbors welcomes the opportunity to negotiate mutually acceptable terms and conditions, such as those contained in our existing Agreement with the City of San Diego. However, in order to comply with the Request for Proposal specifications, Clean Harbors has provided a full list of exceptions below for your consideration.

Page 43, Section C.06, 3rd paragraph: Insert additional verbiage (shown below in red font) to the first sentence as follows.

> The Contractor shall make all reasonable efforts to notify the City prior to accepting or rejecting any unusual wastes, large loads, business waste, and waste from ineligible participants.

Page 70, Section H.14, last paragraph: Insert the following additional verbiage after the last sentence of the last paragraph (i.e. the 5th paragraph).

> The above notwithstanding, City agrees that Contractor is a Specialty Trade and City waives all rights otherwise conveyed under this Article as relates to such ideas, concepts, techniques, inventions, processes, or works of authorship directly relating to Contractor's Specialty Trade during the course of performing work for City.

Page 71, Section H.16, 2nd paragraph: Delete portions of this paragraph as follows.

> This license is subject to, and shall not unreasonably interfere with, Miramar Landfill operations, previously granted and recorded easements, rights-of-way, permits, licenses, agreements with other City contractors, and other grants of authority. The license is also subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, and easements, and rights-of-way pertaining to the PHHWCF Site~~, whether or not~~ of record. The Contractor shall obtain all licenses, permits, and agreements from such third parties as may become necessary or be reasonably advisable to allow its use of the PHHWCF Site, relative to any such superior interest. ~~If Contractor's use of the PHHWCF Site is, or becomes inconsistent or incompatible with a preexisting, superior interest, Contractor shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.~~

Page 71, Section H.18: Insert the following verbiage (shown below in red font) as a third paragraph to this section.

> City shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Contractor. City represents and warrants to Contractor that City has the requisite legal right, title, and interest necessary to provide access to the job site. Any property or equipment being repaired, maintained, or otherwise serviced is of sufficient integrity to withstand the handling, treatment, and force associated with the performance of such services. Contractor is relying on City to determine whether said property or equipment is in suitable condition for such repair, handling, or maintenance.

Page 72, Section H.21, 1st paragraph: Insert additional verbiage (shown below in red font) to the last sentence as follows.

> The Contractor shall comply with the requirements of the Architectural Paint Recovery Program and the sorting, storage, labeling, packaging, and other requirements of any architectural paint stewardship plan approved by the Department of Resources Recycling and Recovery which the City decides to participate in, to the extent such requirements are provided in advance.

Page 81, Section I.08, 2nd paragraph: Insert the following additional verbiage after the last sentence of the second paragraph.

> Notwithstanding the foregoing, the City shall remain liable for payment for services rendered.

Page 81, Section I.09: Delete portions of this section and insert new verbiage (shown below in red font) as follows.

> Contractor shall not begin any work under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein and all required endorsements as set forth herein; ~~however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City;~~ (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to ~~thirty (30) business~~

~~days prior~~ written notice ~~ten (10) business days~~ for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies in accordance with policy provisions. Maintenance of specified insurance coverage is a material element of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated as a material breach of contract by the City. ~~The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Contract.~~

Page 89, Section I.16: Delete portions of this section and insert new verbiage (shown below in red font) as follows.

…proceedings, injuries, damages, payments for injuries to persons or damage to property, natural resource damages, response costs, removal and/or remediation costs, restoration costs, debts, liens, demands, charges, penalties, interest, expense, and costs, including without limitation costs and fees of litigation, (collectively, "Damages") ~~of every nature that arise out of, pertain to, relate to, directly or indirectly, in whole or in part, any performance, services, or goods provided by Contractor under this Contract or to Contractor's failure to comply with any of its obligations~~ to the extent caused by any negligence or willful misconduct by Contractor under this Contract. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any Damages arising from the ~~sole~~ negligence or sole willful misconduct of the Indemnified Parties.

Without limiting the above indemnification, the Contractor's duty to defend, indemnify, protect and hold harmless the Indemnified Parties herein shall include, but not be limited to, damages arising ~~from or attributable to any~~ to the extent caused by the negligence or willful misconduct of Contractor operations, repairs, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, or other plan (regardless of whether undertaken due to governmental directive or action) concerning any Hazardous Materials or Hazardous Waste collected in connection with this Contract. The foregoing is intended to operate to defend, indemnify and hold harmless the Indemnified Parties to the full extent permitted by law for liability pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, other applicable statutes, or common law.

This Section I.16 in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section I.16.

The provisions of Section I.16 shall survive the expiration or earlier termination of any Contract resulting from this RFP and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

Pages 89, Section I.16.1: Delete portions of this section and insert new verbiage (shown below in red font) as follows.

> The Contractor agrees to pay the United States of America the full value for all damages to lands or other property of the United States caused by the Contractor or Contractor's employees, subcontractor's or subcontractor's employees. Contractor shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, lawsuits, judgments and expenses ~~arising out of or from any omission or activity of Contractor in connection with~~ to the extent caused by the negligence or willful misconduct of Contractor in Contractor's operations under this Contract.
>
> Neither party shall be liable to the other for any incidental, indirect, or consequential damages, including loss of use or lost profits.

Pages 89-90, Section I.16.2: Delete this section in its entirety.

> ~~I.16.2 Other Jurisdictions~~
>
> ~~The Contractor agrees to defend, indemnify, protect and hold the County of San Diego (County) and other local jurisdiction or public agencies the City may contract with for the use of the City's PHHWCF, and their respective elected officials, agents, officers, employees, and representatives harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property including, but not limited to, injury to the City's or Contractor's employees, agents, officers or representatives which arise out of or are in any manner directly or indirectly connected with the work performed under this Contract, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the County or other local jurisdiction or public agency, as the case may be, their respective elected officials, agents, officers or employees. This Section in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the County or other local jurisdiction or public agency, as the case may be, incurs enforcing the indemnity and defense provisions set forth herein.~~

Page 90, Section I.17, 1st sentence: Insert the following additional verbiage (shown below in red font) within this sentence.

> In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered under this Contract, to the extent Contractor is provided such restrictions, it shall be the responsibility of the Contractor to immediately notify the City in writing specifying the regulation which requires alteration.

Page 90, Section I.18, 1st paragraph: Insert the following additional verbiage (shown below in red font) at the end of the first sentence.

> The Contractor shall not assign or transfer any interest or obligations under this Contract, whether by sale of the company or by express assignment, in whole or part, without written approval of the Purchasing Agent, which shall not be unreasonably withheld.

Page 94, Section I.30, part 2 – Termination for Convenience, 1st paragraph: Delete portions of the first sentence and insert new verbiage (shown below in red font) as follows.

> ~~The Purchasing Agent~~Either Party, by written thirty (30) calendar days notice, may terminate this Contract, in whole or in part, when it is in the best interest of the party~~City~~.

Page 95, Section I.32, 1st paragraph: Delete portions of the first sentence and insert new verbiage (shown below in red font) as follows.

> If a dispute arises out of or relates to this Contract and if said dispute cannot be settled through normal contract negotiations, the Contractor and the City ~~must~~, at their mutual agreement, first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

Page 103, Section I.60: Add the following sentence as the last paragraph for this section.

> Contractor, in its sole discretion, may reject any waste it deems unsuitable for collection.

CLEAN HARBORS' RESPONSE TO SCOPE OF SERVICES

C.04 CORE REQUIREMENTS AND DELIVERABLES

C.04.1 PHHWCF

C.04.1.1 Notice of Change of Operations

The PHHWCF accepts waste by appointment from residents on Saturdays from 9:00 a.m. to 3:00 p.m.; excluding Saturdays that fall near Easter, Thanksgiving, Christmas, and New Year's Day. Clean Harbors' onsite personnel will arrive at 7:30 a.m. or earlier, and be ready to accept waste from participants as early as one-half hour prior to the PHHWCF's official opening time. Within two hours after the last vehicle is unloaded, our staff will have all the materials packed, the facility cleaned, and paperwork completed in order to be off-site by 5:00 p.m.

It is understood that the City reserves the right to increase or decrease the number of days and/or hours of operation for the PHHWCF, as well as the types of household hazardous waste collected. Clean Harbors will receive written notice at least sixty (60) calendar days prior to any such change taking effect.

C.04.1.2 Participant Screening and Survey

VERIFYING ELIGIBILITY AND SURVEYING

HHW will be accepted at the PHHWCF on an appointment basis. A Clean Harbors' employee will first request proof of each participant's residency and a picture ID in order to verify eligibility. Our staff will ensure that that all participants are either City residents or eligible non-City residents prior to providing service.

In the event a verified eligible resident or non-resident arrives at the PHHWCF without an appointment, Clean Harbors' staff will record the individual's name, address, zip code, telephone number and description of the HHW on a Drop-In Roster. The Drop-In Roster form will be provided to us by the City; and must be submitted to the City at the end of each operation day.

Before waste is unloaded from a participant's vehicle, a Clean Harbors' employee will ask the participant to complete a survey. Survey forms will be provided by the City. At the end of each operation day, all completed survey forms will be submitted to a City representative.

Survey results are very important because the City will use them to determine jurisdiction costs; and to evaluate advertising methods, outreach and education efforts. Therefore, no household hazardous waste will be accepted from a participant until they have completed their survey.

SITE SET-UP

A proposed site set-up for the PHHWCF is provided on the following page.

Exit
A
Acids
B
Bases
Office
AREA 1
Equipment Storage
AREA 2
Sorting
AREA 3
Bulking
Oil-Based
Latex
C
Flammable Solids & Liquids
D
Aerosols
E
Oxidizers Peroxides & Reactives
F
Toxics
G
Non-RCRA & Batteries
Metal Storage Container (no waste)
AREA 4
Paint Storage
Propane
Entrance

SCREENING PROCEDURES – LARGE LOADS

Clean Harbors' staff has the training and flexibility to screen large loads quickly and efficiently. When a large load arrives, our team's priorities will shift to preventing potential problems. Actions taken include, but are not limited to:

- ✓ Keeping all areas from backing up;
- ✓ Removing articles from all aisle ways or escape routes; and
- ✓ Removing items from boxes and placing them onto screening tables.

For leaking and/or unusually large loads, our staff will unload the materials with a forklift; seal leaking containers, and clean up any spills. If necessary, large loads will be directed to a designated area, away from the traffic pattern, to be unloaded. This will keep the flow of traffic at a steady pace.

SCREENING PROCEDURES – BUSINESS WASTE

Clean Harbors staff will closely screen all loads for potential businesses. There are a few key load characteristics that will cause our staff to question whether the material is business or resident waste. Some of these characteristics include unusually large loads, company name on containers or on the transport vehicle, and/or several of the same types of containers.

If a participant arrives and it appears as if the waste has been generated from a business, the Unloading Supervisor will immediately notify the City Hazardous Materials Inspector in determining the generator status. Participants that are determined to be commercial will be provided with the phone number for Clean Harbors' San Diego Service Center. They can then make alternative disposal arrangements separate from this contract.

SCREENING PROCEDURES – UNKNOWN WASTE

As waste materials are unloaded from participants' vehicles, Clean Harbors' personnel will scan the load for anything that is not in its original container (e.g. glass jars, coffee cans, milk jugs, etc.), and check the containers for labels. If there is no label but the participant can identify the container's contents, the Un-Loader will write the identity on the container with an indelible marker.

Unidentified containers will be fingerprint-tested by a Chemist in the HazCat Testing Area. "Unidentified" is defined as an un-labeled container that the participant has some knowledge of the identity of the contents. If the participant has no knowledge whatsoever of the inner contents, then the container in question may not be accepted.

Listed below are handling procedures for unidentified materials.

1) Clean Harbors' Chemist will visually inspect the container to screen for possible unstable or shock-sensitive material. He/she will alert the Project Manager immediately if the material appears to be unstable or shock-sensitive.

2) Assuming the material appears to be stable and safe for testing; our Chemist will open the container and run a pH test using dip-and-read sticks. The stick reading result is recorded directly on the container in question using an indelible marker.

3) Next, an oxidizer test is conducted using starch-Iodide paper. The results are recorded directly on the container as "OX-" for a negative result, or "OX+" for a positive result.

4) If positive for oxidizers, an organic peroxide test may be run as well using dip-and-read sticks. This test is usually run at the discretion of the Chemist depending on the size and type of container and the nature of the material.

    a. Negative results are recorded on the container as "OP-", and positive results as "OP+".

    b. If the test is positive, the material will be managed as a reactive oxidizer lab pack.

5) If warranted, the Chemist will test for cyanides and sulfides. If the test is positive, the material will be managed as a reactive lab pack.

6) Using the results of the proceeding tests, the Chemist will categorize the unidentified material as follows.

Pack as Oxidizer	Pack as Oxidizer/Corrosive	Pack as Corrosive	Pack as Flammable/Toxic*
OX+ pH > 3 and < 12	OX+ pH < 3 or > 12	OX- pH < 3 or > 12	OX- pH > 3 and < 12

* Only a Chemist is allowed to make this decision. Many of the unlabeled containers are visually identifiable as herbicides, pesticides, sprays, detergents, etc. However, a container that comes up negative to all tests that is obviously a mild detergent or solvent does not need to be lab packed; and will be loosed packed as a flammable liquid.

On the other hand, one should always assume that unlabeled pesticide bottles, spray containers and other lawn and garden containers contain their original toxic constituents and should be lab packed as poisons.

SCREENING PROCEDURES – POTENTIAL RADIOACTIVE WASTE

Occasionally, radioactive materials have been inadvertently collected at HHW collection programs. It is recommended that these materials be isolated in accordance with the recommended buffer zones and mitigation measures. Use of a Geiger counter is available to confirm radioactive properties.

Clean Harbors will arrange for the transportation of these materials through one of our subcontractors, unless directed otherwise by the City. There are a number of companies who manage radiological materials, and information can be provided regarding these companies

upon request. Additionally, Clean Harbors has on occasion worked with the County Radiological Health Department and the UCSD Radiological Department to dispose of these materials.

SORTING, PACKING AND BULKING PROCEDURES

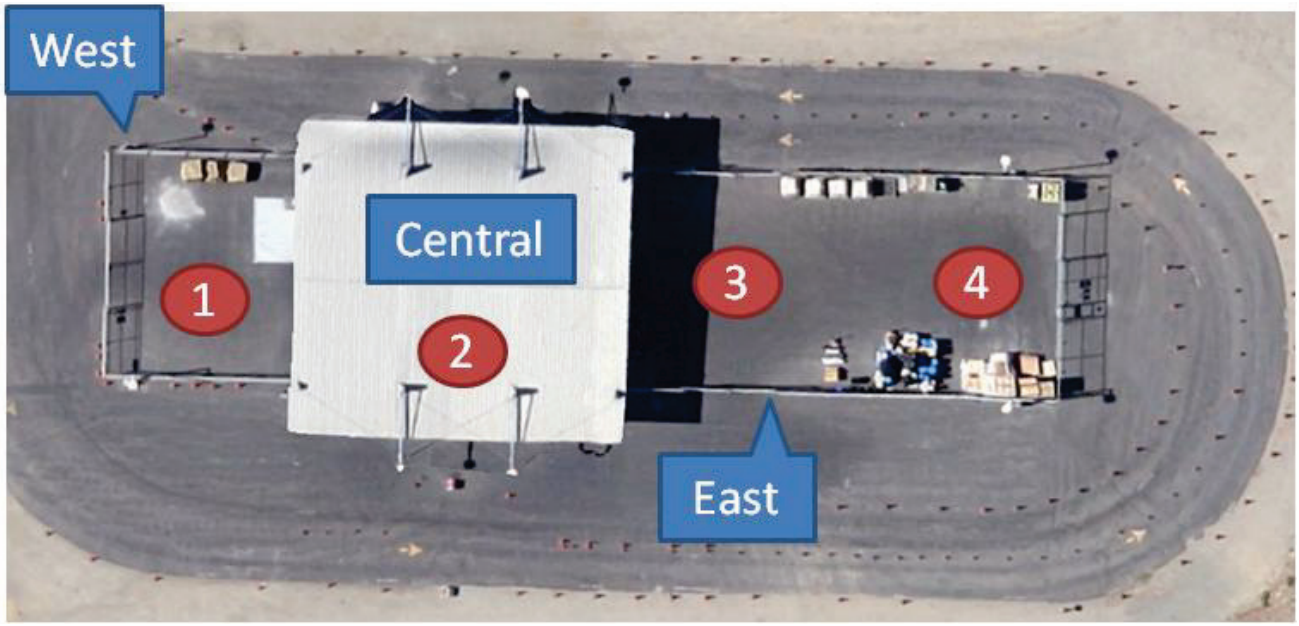
Please see Clean Harbors' generic "Operations, Health and Safety Plan" (provided on the page immediately following our response to C.19). Sorting procedures are outlined in Section 6.1 beginning on page 19. Waste packing procedures are outlined in Section 7 beginning on page 28; and bulking procedures are outlined in Section 8 beginning on page 33.

Clean Harbors intends to bulk Oil and Antifreeze at the PHHWCF. In addition to these two materials, Clean Harbors can bulk Latex paint at the City's discretion. Latex paint can also be packed into Cubic Yard Boxes and sent to the recycling facility. If requested, latex paint can be redistributed back to the City for its own use.

C.04.1.3 HHW Storage

The PHHWCF consists of a paved, 50-foot by 220-foot fenced area within the Miramar Landfill. A 50-foot by 70-foot section of the space is protected from rain and direct sunlight by a metal structure. This structure helps to divide the facility into three sections; which are further divided into four distinct areas. For purposes of this proposal response only, these sections will be referred to as West, Central and East.

The West and Central Sections make up Area 1 and Area 2 respectively. Half of the East section is considered to be Area 3, and the other half Area 4. Household hazardous waste is stored in Areas 2 and 4. There are three storage locker modules in Area 2 for chemical waste and aerosols. Area 4 has sumps designed to act as secondary containment for palletized items such as paint cans, propane cylinders, etc. Area 1 is for equipment storage only.



Clean Harbors will comply with all of the PHHWCF's storage requirements and limitations set by the San Diego Fire Department. The assigned Project Manager will be responsible for monitoring the quantities of Oil, Antifreeze and Home-Generated Sharps stored onsite, and ensuring waste pickups are scheduled for the following storage limitations are exceeded.

- Oil | Antifreeze – limited to a combined total of eight (8) 55-gallon drums
- Home-Generated Sharps - limited to a maximum of thirty (30) days storage onsite after the drum has reached capacity.

The Project Manager will also be responsible for storage limits outlined in the "Floor Plan – Location of Hazardous Materials" map found in our generic "Operations, Health and Safety Plan – Appendix V."

C.04.1.4 HHW Shipment

All HHW transported to the PHHWCF from THHWCF, Bulb and Battery Collection Events, Door-to-Door Services, Miramar Landfill Load Check Program, and Sharps Kiosk Service will be consolidated with other household hazardous waste collected during the PHHWCF's hours of operation.

Clean Harbors will ship full containers / drums of waste at the PHHWCF weekly. In the event a waste pickup or delivery of supplies must be scheduled during the week (i.e. Monday through Friday), Clean Harbors will notify the City at least two business days prior to the shipment or delivery date. No shipments or deliveries will be scheduled for Sundays.

The City disposes of increased quantities of HHW from the PHHWCF twice a year. This normally occurs on the last day of operation in the months of June and December. In order to avoid transportation delays, at these times of the year Clean Harbors will provide a truck (or tractor with van trailer) with sufficient capacity to transport all of the HHW staged for disposal.

No less than five business days prior to the last day of operation in the months of June and December, Clean Harbors will provide the City with an inventory of waste stored onsite at the PHHWCF. The inventory will list each waste container separately and whether the container / drum is fully or partially full.

C.04.1.5 Electronic Waste

In accordance with the contract and PBR requirements, Clean Harbors' staff will not accept electronic waste from participants. In the event a participant arrives at the PHHWCF will electronic waste, our personnel will politely refer him/her to the Miramar Recycling Center. The Miramar Recycling Center is conveniently located next door to the PHHWCF.

C.04.1.6 Acceptance of Loads for Cost Recovery

The City occasionally receives wastes that are accepted on a cost recovery basis (e.g. business or non-City loads). During the PHHWCF's hours of operation, Clean Harbors will provide extra staff (as necessary) to assist City employees with accepting wastes for cost recovery.

Assistance will include, but is not limited to:

- Segregating the wastes,
- Providing an inventory, and
- Staging the wastes for photographic documentation in order to help determine the wastes' estimated disposal cost.

C.04.1.7 Site Maintenance

No less than twice per year (semi-annually), Clean Harbors will clean the interior and exterior of all the PHHWCF's chemical storage lockers. This service is included in our contract at no additional cost to the City.

The PHHWCF has an underground landfill gas collection system and monitoring wells. As a result, there potentially could be explosive landfill gas present in enclosed areas (e.g. vault boxes, storm drains, trenches, etc.). Therefore, Clean Harbors' on-site personnel will ensure that no ignition sources, including cigarettes, are near these areas. Due to the substantial health and safety risk to employees as well as PHHWCF participants, violations of this policy will result in disciplinary action.

Services provided in support of this contract will be conducted in compliance with the PHHWCF's Storm Water Pollution Prevention Plan. Clean Harbors' employees will perform all activities at the PHHWCF in such a manner as to minimize any negative impact to the Facility's storm water collection system; as well as the environment.

C.04.1.8 Inspections

Clean Harbors will inspect and maintain the PHHWCF in accordance / compliance with contract and Permit-by-Rule ("PBR") requirements. This includes, but is not limited to, the following activities.

1. Weekly interior and exterior inspection of the chemical storage modules / buildings, including their secondary containment areas, for spilled and leaked wastes. If spilled waste is discovered, Clean Harbors' personnel will clean it up in a timely manner.
2. Weekly inspection of emergency spill response equipment and fire extinguishers to ensure they are in proper working order. Clean Harbors will also complete the OSHA tag for each fire extinguisher every month.
3. Prior to the start of each operation day, an inspection will be performed of all forklifts, trucks and other PHHWCF equipment; as well as the emergency shower and eye wash station.
4. Our employees will operate equipment in a safe manner to prevent injury to staff; as well as prevent damage to the PHHWCF buildings, grounds, driveways, and fence.
5. Aisle ways will be maintained and kept clear for emergency response.

6. At the end of each operation day, our staff will:

    a. Clean up all trash and absorbent materials;

    b. Ensure that household hazardous waste, equipment, and materials are properly stored in their designated locations, and secure against inclement weather (e.g. rain, wind, etc.); and

    c. Lock all gates and buildings prior to leaving the facility.

C.04.1.9 Ground Lease

The PHHWCF is located on land leased by the City from the U.S. Department of the Navy pursuant to the Ground Lease. When providing services in support of this contract, Clean Harbors will comply with all terms and conditions applicable to Clean Harbors and its operations.

C.04.2 Door-to-Door Services

The City of San Diego operates a Door-to-Door Services for elderly residents, residents with disabilities, and/or residents without the ability to transport household hazardous waste. Acceptable waste streams follow the same guidelines as those accepted at the PHHWCF. Explosives, ammunition, biological and/or radioactive waste will not be accepted.

Residents who wish to participate will call a hotline provided by the City. They will not contact Clean Harbors directly. It will be the City's responsibility to screen requests and determine if a resident is eligible for Door-to-Door Services. Upon confirming eligibility, the City Representative will record the participant's contact information (i.e. name, address and phone number), and waste inventory.

Next, the City Representative will send the contact information and inventory to Clean Harbors' Project Manager via e-mail. Included in the e-mail will be a control number which authorizes Clean Harbors to perform the Door-to-Door Services. No Door-to-Door Services will be conducted by our employees without having first received this number.

The Project Manager will reply to the City's e-mail in order to confirm that he will contact the eligible resident(s) and schedule a pick-up date. After the pick-up date is scheduled, the Project Manager will relay this information to the City Representative by again replying to the City's initial e-mail notification. As per the contract requirements, all Door-to-Door Services requests will be scheduled and performed by Clean Harbors within ten business days of having received the City's notification e-mail.

When providing Door-to-Door Services, Clean Harbors' will utilize a Box Truck, one Chemist and one Technician (40-hour trained), and standard packaging supplies and absorbent. In the event any "unusual conditions" are encountered, Clean Harbors will contact the City Representative for guidance.

Examples of Unusual Conditions may include, but are not limited to the following.

- Differences in household hazardous waste types or volumes from those listed on the City's Door-to-Door Service Inventory Form
- Business waste
- Unacceptable waste

HHW collected as part of Door-to-Door Services will be transported to the PHHWCF, and consolidated with other HHW collected during the PHHWCF's hours of operation. After the pick-up occurs, Clean Harbors will provide the following documentation to the City Representative.

a) Inventory of the HHW collected from each Door-to-Door pickup

b) Door-to-Door Services receipt(s) signed by the resident(s)

c) <City's Door-to-Door Services Collection Log

d) Copies of the Bill(s) of Lading

e) Any other Door-to-Door Services paperwork required by the City

In the event of a state of emergency (e.g. fire, floods, earthquakes, etc.), Clean Harbors will provide Door-to-Door Services to affected residents at the City's request.

C.04.2.1 Sharps Mail Back Service

The City of San Diego operates a Sharps Mail Back Service for elderly residents, residents with disabilities, and/or residents without the ability to transport sharps to the PHHWCF.

Residents who wish to participate will call a hotline provided by the City. They will not contact Clean Harbors directly. It will be the City's responsibility to screen requests and determine if a resident is eligible for Sharps Mail Back Service. Upon confirming eligibility, the City Representative will record the participant's contact information (i.e. name, address and phone number).

Next, the City Representative will send the contact information and inventory to Clean Harbors' Project Manager via e-mail. Included in the e-mail will be a control number which authorizes Clean Harbors to perform the Sharps Mail Back Service. No Sharps Mail Back Service will be conducted by our employees without having first received this number.

The Project Manager will reply to the City's e-mail in order to confirm that he will contact the eligible resident(s) and arrange to have a sharps container mailed to the resident. Arrangements will be made with the City's chosen vendor – Sharps Compliance - to conduct this program. Sharps Compliance will ship an appropriate size sharps container directly to the resident.

All Sharps Mail Back Service containers must be shipped to the resident within five business days of the City's initial notification to Clean Harbors. Within five business days after a

Sharps Mail Back Service container is shipped, Clean Harbors will relay this information via e-mail to the City Representative.

Included with every Sharps Mail Back Service container is a pre-paid return shipping label. When the container is full of sharps, the resident will seal the lid, attach the shipping label, and provide the container to the appropriate carrier ((i.e. UPS, FedEx, etc.). The container is then shipped directly to Sharps Compliance.

C.04.3 Recyclable HHW Collection Events (THHWCF)

C.04.3.1 Notice of Change of Operations

Please see Clean Harbors' generic "Operations, Health and Safety Plan – Appendix III" (provided on the page immediately following our response to C.19) for a THHWCF operational procedures.

It is understood that the City reserves the right to increase or decrease the number of days and/or hours of operation for the THHWCF, as well as the types of household hazardous waste collected. Clean Harbors will receive written notice at least sixty (60) calendar days prior to any such change taking effect.

C.04.3.2 Participant Survey

Before waste is unloaded from a participant's vehicle, a Clean Harbors' employee will ask the participant to complete a survey. Survey forms will be provided by the City. At the end of each event, all completed survey forms will be submitted to a City representative.

C.04.3.3 HHW Shipment

Full drums / boxes of Universal Waste and other HHW collected at THHWCF will be manifested and transported off-site to Clean Harbors' TSDF(s). Partially full containers will be transported to the PHHWCF so that additional waste may be added.

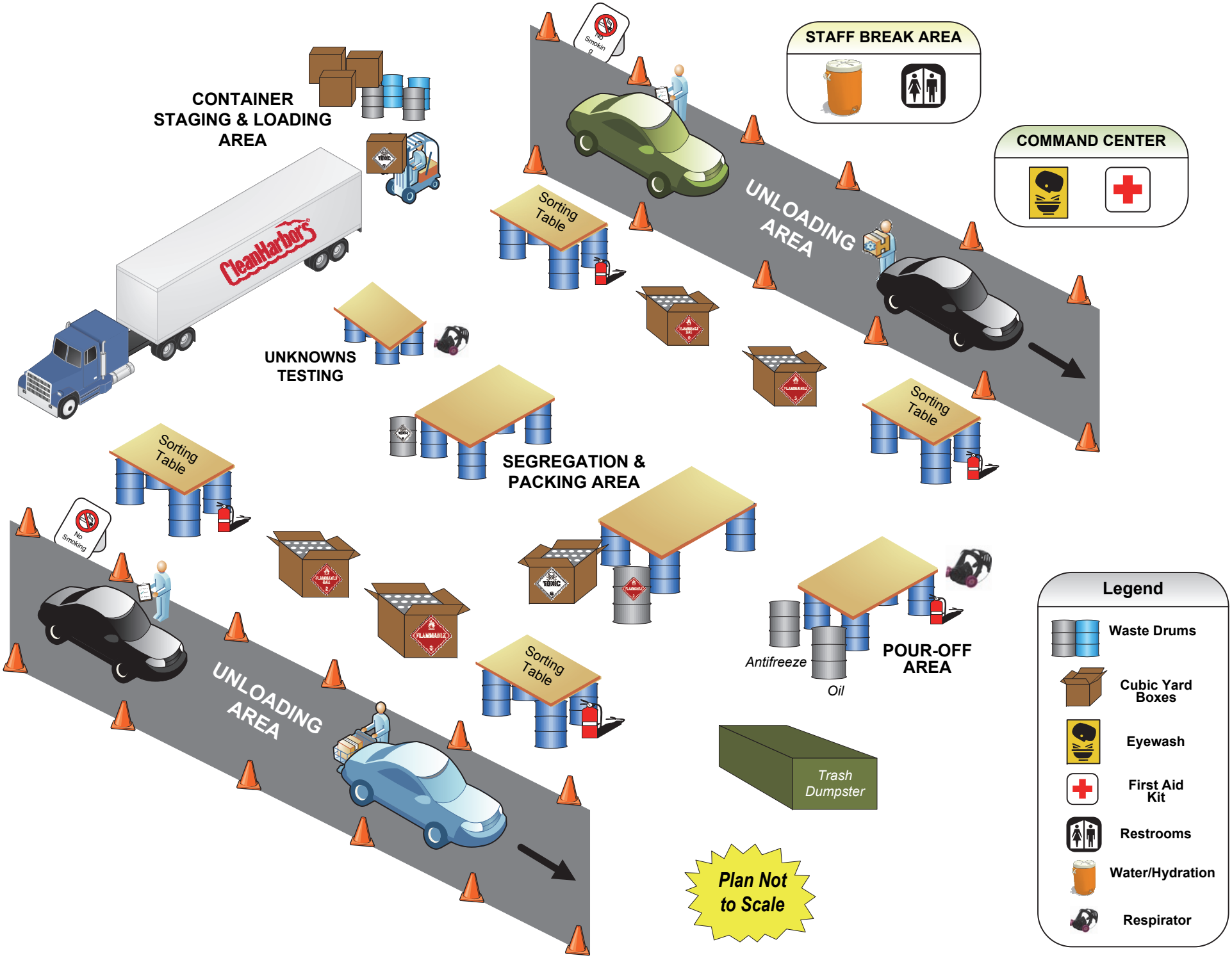
At the City's discretion, Clean Harbors will transport the Universal Waste and other HHW to the PHHWCF in lieu of it being transported directly to our TSDF. This will especially be the case in situations where HHW other than antifreeze, vehicle batteries, oil filters, used motor oil, and contaminated oil are accepted; for safety reasons; or pursuant to other City policies

C.04.3.4 THHWCF Site Setup

Prior to an event, Clean Harbors will conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

Our staff will arrive at 6:30 a.m. to set up the required materials and equipment, and can be ready to accept cars as early as one-half hour prior to opening. Our staff will have all the materials packed, the location clean, and paperwork completed within hours after the last vehicle is unloaded.

A generic site set-up for a THHWCF event is provided on the following page.


CONTAINER STAGING & LOADING AREA
CleanHarbors
UNKNOWNS TESTING
SEGREGATION & PACKING AREA
Sorting Table
Sorting Table
Sorting Table
Sorting Table
No Smoking
No Smoking
UNLOADING AREA
UNLOADING AREA
STAFF BREAK AREA
COMMAND CENTER
Antifreeze
Oil
POUR-OFF AREA
Trash Dumpster
Plan Not to Scale
Legend
Waste Drums
Cubic Yard Boxes
Eyewash
First Aid Kit
Restrooms
Water/Hydration
Respirator

C.04.3.5 Conditionally Exempt Small Quantity Generators (CESQG)

In accordance with contract and PBR requirements, Clean Harbors' staff will not accept waste from CESQGs during Recyclable HHW Collection Events. CESQGs will be provided with the phone number for Clean Harbors' San Diego Service Center. They can then make alternative disposal arrangements separate from this contract.

C.04.4 Bulb and Battery Collection Events

Bulb and Battery Collection Events will be operated by Clean Harbors in conjunction with the City's Solid Waste Community Clean-up Events, or as a standalone event. Based on historical data for each location, the City will determine and request the number of hourly-paid staff and the type of vehicles Clean Harbors must provide for the event.

Clean Harbors perform all traffic control, waste collection, identification, segregation, testing, packaging, storage, removal, and transportation needed to operate the Bulb and Battery Collection Events. Bulb and Battery Collection Events will be operated in accordance with the permits and property use agreements issued to the City.

C.04.4.2 Anticipated Days and Hours of Operation

Bulb and Battery Collection Events will be held for City residents between Monday and Friday, from 8:00 a.m. to 3:00 p.m. The City reserves the right to increase or decrease the number of hours of operation with thirty (30) days prior written notice to Clean Harbors.

C.04.4.4 HHW Acceptance and Shipment

Clean Harbors will accept lead acid batteries, various household batteries, and fluorescent lamps from City residents at these events. Household batteries may include, but are not limited to: lithium, nickel-cadmium, mercury, metal hydride rechargeable batteries, and alkaline batteries. Per company policy, all lithium batteries will be recycled via the Big Green Box program. Lithium batteries cannot be manifested directly to a Clean Harbors' TSDF.

Clean Harbors will ensure that all HHW collected at these events is appropriately packaged and transported to the manifested TSDF, or if required by the City, to the PHHWCF at the conclusion of each event. The City reserves the right to add or delete recyclable HHW to the list of HHW Clean Harbors may accept at the Bulb and Battery Collection Events.

C.04.4.5 Bulb and Battery Collection Event Site Setup

Clean Harbors will assist the City in obtaining the necessary permits for Bulb and Battery Collection Events. Prior to every event, we will conduct site visits with City staff and verify suitability of existing site setup maps and recommend changes to improve operations. If required by the City, Clean Harbors will also provide revised site setup maps, to include a detailed layout of the revised waste collection areas and traffic pattern.

C.04.4.6 Conditionally Exempt Small Quantity Generators (CESQG)

In accordance with contract and PBR requirements, Clean Harbors' staff will not accept waste from CESQGs during Bulb and Battery Collection Events. CESQGs will be provided

with the phone number for Clean Harbors' San Diego Service Center. They can then make alternative disposal arrangements separate from this contract.

C.04.5 Miramar Landfill Load Check Program

C.04.5.2 Waste Collection and Transportation

COLLECTION

City staff is responsible for packaging the hazardous waste generated by the Load Check Program. Clean Harbors will provide a truck to pick up the packaged hazardous waste and transport it to licensed TSDFs approximately once per month or as needed.

As your existing service provider, Clean Harbors already has profiles in place for the majority of waste streams generally encountered in the Load Check Program. For waste streams that cannot be shipped as profiled waste, we require all lab-pack inventories be sent to Clean Harbors at least three to five business days prior to the anticipated pick up date.

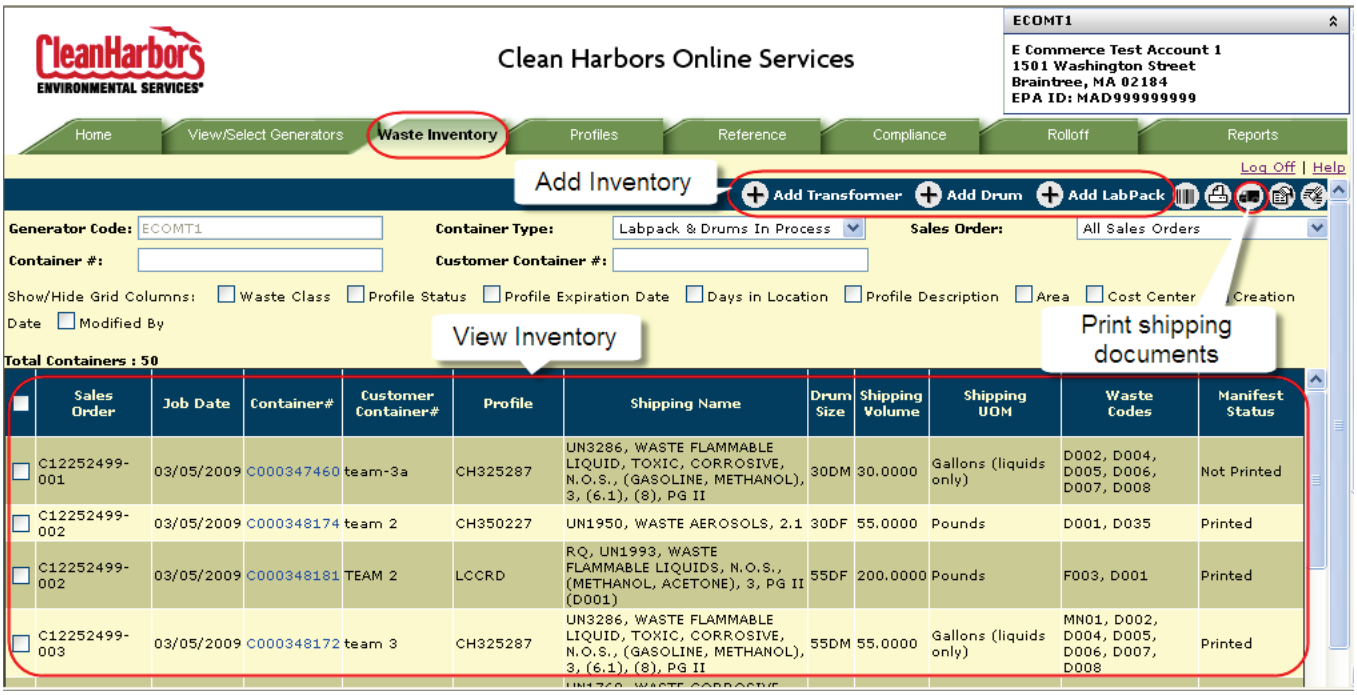
A chemist in our Technical Services Group will review the lab-pack inventories; confirming that the containers are packed in accordance with the requirements of our TSDFs' acceptance criteria, as well as Department of Transportation regulations. The chemist will also ensure that non-compatibles are not inadvertently packed together, and that unacceptable wastes are not inadvertently included.

Clean Harbors will contact the City and confirm that the wastes listed on the inventory sheets meet Department of Transportation ("DOT") regulations, Company requirements, and TSDF acceptance criteria. If corrections are necessary, Clean Harbors will notify the City so City staff can make the necessary corrections prior to waste pickup.

City personnel also have the option of utilizing our Inventory Management tool that is included with Clean Harbors Online Services. The Waste Inventory Module provides you with the ability to electronically create and track profiled waste, lab packs, and roll off containers.

As each drum / box is filled and placed into storage, this information is entered into the online program. Inventory lists and bar-coded drum labels can be printed directly from the Module and attached to the containers. When ready for shipment, the data is submitted electronically through the website directly to a Clean Harbors' waste coordinator. E-mailing or faxing packing lists / inventories will not be required.

The Inventory Module also offers the ability to know exactly "where", "how much", and "how long" waste has been onsite. It can also track waste back to individual cost centers, thereby giving you the ability to report on volumes from specific units at the landfill, PHHWCF, within a building, etc.



Clean Harbors is recognized as the leader in our industry for developing and using technology that increases efficiencies. At the heart of this technology is the Waste Information Network ("WIN"). WIN connects all Clean Harbors' service centers and disposal facilities into one system; and controls and manages all of the Company's processes in real-time.

Clean Harbors Online Services provides direct customer access to WIN's comprehensive waste and compliance management tools through a user-friendly web portal. There is no software to download. You only need a personal computer with Microsoft Windows XP or higher operating system, and a high-speed internet connection to use the applications. The service is free of charge and available twenty-four hours a day, seven days a week.

TRANSPORTATION

Within three business days from the City's initial request, Clean Harbors will provide a date and time for the pickup; and within ten business days from the initial request, we will conduct the pickup. In the event we need to change the scheduled pickup time, Clean Harbors will provide notice to the City at least 48 hours in advance. In addition, Clean Harbors is able pick up wastes that the City does not have a permit to store on site or deems a potential safety hazard within 48 hours of the City's request.

Once a pickup date is scheduled, it becomes the actual pick up day unless there are unforeseen circumstances that would not allow our transport vehicles to make the pickup (i.e., weather, natural disasters, etc.). If a conflict in dates should arise, a new pickup date will be arranged and mutually agreed upon.

For ease in project management, Clean Harbors and the City staff will establish a schedule of monthly pick up dates for the Miramar Landfill Load Check program. City and Clean Harbors staff will mutually agree upon the pickup date and time.

C.04.5.3 Technical Assistance

Clean Harbors will provide comprehensive, "hands-on" training for the City staff operating the Miramar Landfill Load Check program. We will discuss which items and materials to look for, how to classify, sort, and properly package the materials to ensure cost effectiveness, operational efficiency, and waste acceptance into Clean Harbors facilities.

In addition and at no extra, Clean Harbors will provide technical assistance to City staff, as required, in determining DOT proper shipping names, UN numbers, hazard categories, and packing groups. Technical Assistance can be provided through Clean Harbors' resources including our field staff, Account Manager, Customer Service, Central Profile Group, and Clean Harbors Online Services.

C.04.5.4 Hazardous Waste Labels and Forms

The following will be provided at no additional charge to the City by Clean Harbors in support of the City's Load Check Program.

- Pre-printed hazardous waste labels with generator information specific to the Miramar Landfill Load Check Program.
- Inventory forms for lab packed wastes. If desired, these forms can be furnished in electronic format; or can be filled in online, downloaded and printed through the Inventory Management tool in Clean Harbors Online Services.

C.04.6 Sharps Kiosk Collection

The City plans to establish a new program whereby home-generated sharps collection points will be set up at various City Facilities. The goal is to make it more convenient for City residents to dispose of home-generated sharps. Within the first year of this contract, the City plans to install one sharps collection kiosk at Southeastern and Mid-City San Diego Police Station.

Clean Harbors is excited at the prospect of assisting the City with implementing this new program. In order to develop an operational plan however, we will need to know the City's preference regarding when to service the collection kiosks. Do you want a set schedule regardless of how much or little is in each kiosk (i.e. biweekly, weekly, etc.)? Or an arrangement whereby the City facility hosting the kiosk will notify Clean Harbors when the kiosk is nearly full?

Regardless of which option the City chooses, Clean Harbors currently plans to utilize a Box Truck and one Chemist when servicing a kiosk. All sharps will be transported back to the PHHWCF for consolidation with Facility-collected sharps. As a cost savings for the City, Clean Harbors proposes servicing sharps kiosks on Saturdays when we already have personnel mobilized to the PHHWCF.

Clean Harbors will assist the City in obtaining the necessary permits for Sharps Kiosks Collections. All bills of lading and/or manifests required for the Sharps Kiosk Collection program will be furnished by Clean Harbors. Within ten business days after a servicing a home-generated sharps kiosk(s), Clean Harbors will provide the City with:

a) The weight in pounds of sharps collected at each kiosk, and

b) Any additional reporting required by State and/or Federal agencies (or as determined by the City).

It is understood that with sixty days prior written notice to Clean Harbors, the City reserves the right to increase or decrease the number of sharps kiosks used in the program.

C.04.7 PaintCare Product Stewardship Program Participation

Clean Harbors is an approved PaintCare Product Stewardship Program contractor for Architectural Paint collection, transportation, and recycling / disposal. After the contract is executed, if the City notifies us that it has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program, Clean Harbors will provide the following.

a) A paint management plan to the City that describes the coordination and implementation of a separate collection program at the PHHWCF, THHWCF, and Miramar Load Check Program utilizing the existing PaintCare Product Stewardship Program, for all acceptable products covered by the PaintCare Program.

b) All necessary labor, packaging, labeling, collection, transportation, disposal, tracking and recordkeeping under the terms of this Request for Proposal while performing the Scope of Services for the PHHWCF, THHWCF, and Miramar Landfill Load Check Program through participation in the existing PaintCare Product Stewardship Program.

c) PaintCare-provided packaging to the City upon request for its use by City staff to package acceptable paint products encountered through the Miramar Landfill Load Check Program.

Clean Harbors will not invoice the City with respect to the Scope of Services for the PHHWCF, THHWCF, and Miramar Landfill Load Check Program that constitute covered costs through the existing PaintCare Product Stewardship Program. However, we will provide the City with written documentation of the quantity and types of Architectural Paints shipped that the Clean Harbors has managed our participation in the existing PaintCare Product Stewardship Program.

C.04.8 Permit-by-Rule (PBR) Plans, Procedures and Documentation

Clean Harbors has provided a generic operations plan that begins on the page immediately following our response to Section C.19. In addition to information contained within the plan itself, there are also five Appendices attached as well containing health and safety, contingency, and Illness and Injury Prevention plans.

Within thirty calendar of contract award, an official Operations, Health and Safety Plan will be custom-prepared specifically for the City's household hazardous waste program. The completed Plan will be revised prior to any changes in operations; and copies will always be available at the PHHWCF and THHWCF for regulatory agency inspections.

The table below lists the requirements outlined in the Request for Proposal, and the location of Clean Harbors' response in the generic Operations Plan.

RFP Requirement	Plan Document	Section #	Page #
1) Operations Plan including Door-to-Door service	Operations, Health & Safety Plan	All	All
2) Contingency and Emergency Response Plan	Operations, Health & Safety Plan	18	59
3) Waste Analysis Plan	Operations, Health & Safety Plan	6	19
4) Bulking Procedures	Operations, Health & Safety Plan	8	33
5) Contingency Plan for Unacceptable HHW	Operations, Health & Safety Plan	6.2	24
6) Storm Water Pollution Prevention Plan	Operations, Health & Safety Plan	19	60
7) Health and Safety Plan	Appendix I (Tab 1)	All	All
8) Illness and Injury Prevention Plan (IIPP)	Appendix II (Tab 2)	All	All
9) Training Records[1]	Appendix III (Tab 3)	Appendix 9	35
10) Waste Management Plan	For purposes of this Request for Proposal response, the Waste Management Plan is not included in the generic Operations Plan; but can be found within this document in our response to Section C.09.		

C.04.9 Waste Management Documentation

Clean Harbors will comply with the requirements outlined for each document in the table below.

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

[1] Verification that Clean Harbors' employees assigned to these positions have completed training has already been provided in Tab A, in response to number 11 of the "Pre-Award Survey Documents". The training records are attached to the back of each employee's resume.

At no additional charge to the City, Clean Harbors will prepare and keep current profiles for all hazardous waste collected through activities in support of this contract. In the event a new waste stream is collected for which there is not currently an existing profile, Clean Harbors will prepare a new profile for the particular waste stream at the time of collection. A copy of each hazardous waste profile will be provided to the City for review and approval.

Through Clean Harbors Online Services, the City also has the option of viewing all of their Clean Harbors' waste profiles online at no additional charge. Through the environmentally-friendly electronic submission feature, new profiles can be created online and existing profiles re-certified without ever having to print a hard paper copy. Supporting documentation such as analytical results, MSDS, etc. can also be uploaded and attached to each profile. This ensures that all documentation about a waste stream can be easily accessed from a single location.

Clean Harbors will accurately complete all shipping papers including manifest forms, land disposal restriction ("LDR") notification forms, and bills of lading. The City will designate staff to review and sign all shipping papers. On the day of shipment, Clean Harbors will provide to the City's designated signer the "Generator" copies of the manifests, LDR's, and copies of any bills of lading. Clean Harbors will make legible copies of shipping documents as requested by the City using a City furnished copier and paper.

Clean Harbors will complete any supplemental paperwork such as waste inventory sheets, and provide copies to the City when requested.

C.05 EQUIPMENT AND MATERIALS

Except as otherwise indicated in Section C.05.9 and/or in Section C.08.04, Clean Harbors will provide all equipment, vehicles, and materials for performing the work covered under this contract. We will ensure all equipment supplied by Clean Harbors or our subcontractors is maintained as required and in operational order at all times at no additional expense to the City. Clean Harbors will repair or replace damaged or malfunctioning equipment as soon as possible.

C.05.1 Safety Cones

Clean Harbors will maintain an adequate quantity of orange safety cones onsite to fully control traffic movement through the entire site and provide safety for workers performing all activities covered under this contract. Damaged, blackened, or faded cones will be replaced on an as needed basis as determined by the City.

The following applies specifically to safety cones at the PHHWCF.

- Safety cones will be eighteen inches or taller in height.
- All safety cones are property of the City.
- Clean Harbors will replace all safety cones at the PHHWCF at least once during the term of the contract at no additional cost to the City.

C.05.2 Permit-by-Rule Signs

Clean Harbors will be responsible for replacing all warning signs mandated for operation of the PHHWCF as specified in the California Code of Regulation, Title 22, Chapter 45, Article 1, Section 67450.4; and any additional signs required by the local CUPA at no additional cost to the City. English and Spanish versions, or combined signs written in both English and Spanish, will be provided. All warning signs will be legible from a minimum of twenty-five feet. It is understood that all PBR signs at the PHHWCF are property of the City.

C.05.3 Hot Zone

Clean Harbors will cover the hot zone and chemical bulking areas with a layer of 6 mil poly sheeting prior to each day of operations at no additional cost to the City. Clean Harbors will immediately tape or replace cut or missing sections of poly sheeting and will replace all PHHWCF poly sheeting at least once per month as determined by the City and Clean Harbors' Project Manager at no additional cost to the City.

In accordance with California Code of Regulations, Title 22, Section 67450.4(d), Clean Harbors will delineate the perimeter of the THHWCF hot zone with a physical barrier.

C.05.4 Contractor Work Attire

Clean Harbors will ensure that all of our personnel are fully clothed in clean, intact attire that is suitable in accordance with all regulatory requirements for the work assignment. All Clean Harbors' employees are issued a picture ID, which they are required to wear on their person at all times when on the job. Personnel assigned to conduct surveys or traffic control will wear a full

shirt, long pants, closed toe shoes, and a high visibility safety vest. Please see Section C.07.1 for personal protective equipment that will be worn by other employees.

C.05.5 Trash Bins

Each roll off container used for trash accumulation at the PHHWCF and THHWCF will be lined by Clean Harbors' personnel with six mil poly sheeting. In order to prevent rainwater intrusion, more liner will be used than is necessary to cover each container. The extra poly can then be "burrito wrapped" around the inner contents.

This service will be provided at no additional cost to the City.

C.05.6 Keys

The City will provide Clean Harbors with keys to the PHHWCF perimeter gates, office, and chemical storage lockers. Keys supplied to Clean Harbors will not be duplicated, except by the City locksmith. Lost keys will be reported immediately to the City.

All keys are the property of the City. If Clean Harbors fails to return the keys immediately upon completion or termination of the contract or if keys are lost, Clean Harbors will reimburse the City for the cost of re-keying the locks. Such costs may be retained from the final payment.

C.05.7 Other Equipment

Clean Harbors will provide all necessary canopies or other weather protection for operations that may be impacted by inclement weather, at no additional cost.

Clean Harbors will provide all equipment required to conduct surveys excluding forms.

C.05.8 City Equipment

Clean Harbors will be responsible for repairing or replacing any City owned or City supplied property damaged by Clean Harbors or our subcontractor(s). We will immediately inform the City of any damage. Repairs will not be performed until the damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

C.05.9 City Option for Materials

It is understood that the City reserves the right to provide all materials required to containerize HHW accepted through the HHW Program; including, but not limited to: drums, drum liners, cubic yard boxes, absorbent materials, labels, markings, and any other packaging material. Upon the City's direction and at the City's discretion, Clean Harbors will not provide the materials required to containerize HHW accepted through the HHW Program.

C.06 UNACCEPTABLE WASTE

When unloading residents' vehicles, Clean Harbors' personnel will be on the lookout for potentially unacceptable waste. Examples of waste that will be accepted include the following.

- ☒ Any CESQG waste or wastes that appear to be from a commercial enterprise (e.g. participant is wearing a uniform and/or driving a company truck, large quantities of waste, etc.)
- ☒ Ammunition
- ☒ Marine flares
- ☒ Explosives
- ☒ Asbestos
- ☒ Contaminated soil
- ☒ Infectious or bio-hazardous wastes
- ☒ Radioactive materials (including smoke detectors)
- ☒ PCBs
- ☒ Unidentified compressed gas cylinders
- ☒ Substances regulated through the Drug Enforcement Agency (i.e. controlled substances)

Electronic waste will not be accepted at the PHHWCF. Participants with electronic waste will be instructed to take it next door to the Miramar Recycling Center. Participants that are determined to be commercial will be provided with the phone number for Clean Harbors' San Diego Service Center. They can then make alternative disposal arrangements separate from this contract.

In the event unacceptable wastes or any waste from ineligible participants is delivered to the PHHWCF or Recyclable HHW collection event, and Clean Harbors determines that safety considerations require accepting such wastes, Clean Harbors may accept such wastes with the advance approval of the City.

Clean Harbors will follow all applicable federal, state, and local laws and City policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

Clean Harbors will notify the City prior to accepting or rejecting any unusual wastes. Rejections or acceptance of unusual wastes, large loads, or potential business wastes must be approved by the City or Clean Harbors' Project Manager if City staff is unavailable, prior to rejection or acceptance.

Clean Harbors will collect adequate documentation for all unusual wastes, large loads, or potential business waste accepted, including but not limited to, accurate contact information, address, and telephone number of the waste generator. Clean Harbors will also complete a detailed waste inventory and take photographs of the waste.

If safety considerations allow, Clean Harbors will refer residents with unacceptable HHWs from jurisdictions outside the City of San Diego to resources within the resident's jurisdiction. The City will provide a list of referral phone numbers for other local jurisdictions. For residents within City boundaries, Clean Harbors will refer residents to the City's hotline at (858) 694-7000 or the PHHWCF as per City policy.

C.07 PERSONNEL

Activities that will require staffing from Clean Harbors are identified in the table below.

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

Project Manager, Site Manager and Chemist positions will only be filled by full-time Clean Harbors' personnel. We do not anticipate using third-party subcontracted labor ("temps") except on rare occasions. The majority of positions in this contract will be filled from within using Clean Harbors' professionally-trained full-time staff.

Many of the labor resources domiciled at our San Diego Service Center were hired specifically for the purpose of managing the City's HHW Program. Therefore, the City can rest assured that personnel assigned to work activities in support of this contract will be familiar with your requirements, acceptance policies, and site-specific operation plans. This includes any substitute personnel coverage we provide in the event of illness and emergencies.

Clean Harbors will provide a list of staff and a description of their assigned duties to the City a minimum of three working days prior the PHHWCF or Recyclable HHW collection event operations. Only trained personnel assigned by Clean Harbors will be onsite. Volunteer workers will not be permitted.

C.07.1 Personal Protective Equipment ("PPE") and Work Attire

Clean Harbors will ensure that all of our personnel are fully clothed in clean, intact attire that is suitable in accordance with all regulatory requirements for the work assignment. Personnel assigned to conduct surveys or traffic control will wear a full shirt, long pants, closed toe shoes,

and a high visibility safety vest. Listed below are the minimum PPE requirements for other employees.

SITE SET-UP / BREAKDOWN

Personnel setting up and breaking down the HHW collection site will be dressed in Level D personal protection, which will include:

(1) Work uniform;

(2) Steel-toed safety boots;

(3) Safety glasses with side shields; and

(4) Leather, or Puncture resistant gloves (if no chemical contamination) or PVC.

OFF-LOADING / SEGREGATION / PACKING

Personnel off-loading vehicles, segregating, and packing materials will be in modified Level "D" personal protection to include:

(1) Tyvek® disposable white coveralls or apron w/sleeves;

(2) Steel toed safety boots;

(3) Puncture resistant gloves with nitrile inners;

(4) Safety glasses w/side shields or chemical splash goggles; and

(5) An increased level of respiratory protection and PPE may be warranted in specific situations. Leaking containers, spills or other instances where potential exposure may occur may require upgrading with the guidance of the Project Manager.

POUR OFF / BULKING OPERATIONS

Because of the handling of open containers, pour-off personnel shall don Level C personal protection. Minimum PPE for pour-off / bulking operations includes:

(1) Full-face air purifying respirator with GMC-H or GME-H cartridges;

(2) Work Uniform with Tychem® QC apron with sleeves or coveralls;

(3) Nitrile gloves (4 mil) - Inner;

(4) 10 mil PVC or Nitrile - Outer;

(5) Chicken boots or rubber over-boots; and

(6) Safety-toed boots.

In addition to the PPE listed above, personnel opening and preparing containers for pour off (in an area adjacent to the Pour Off area) will wear safety glasses with a face shield. Under no circumstances will this person be allowed to pour off any containers they open unless they have on a full face respirator.

All the gloves will be securely taped to further reduce the possibility of skin contact. Outer boots also will be taped in cases where a full suit is used.

PERSONNEL OPENING CONTAINERS FOR BULKING OPERATIONS

Minimum PPE for this task is as follows:

(1) Chemical splash goggles with a face shield (when working more than 5 feet away from Bulking Operations), or Full-face air purifying respirator with GMC-H or GME-H cartridges (when working 5 feet or less from the Bulking Operations);

(2) Work uniform with Tychem® QC apron with sleeves or coveralls;

(3) Nitrile Gloves (4 mil) – Inner;

(4) 10 mil PVC or Nitrile – Outer;

(5) Chicken boots or rubber over-boots; and

(6) Safety-toed boots.

C.07.2 Customer Service and Interaction

Clean Harbors' employees and subcontractors will conduct themselves in a professional and courteous manner at all times. The City's designated representatives may require Clean Harbors to remove from the work site any employee(s) or subcontracted employee(s) deemed careless, incompetent, or otherwise objectionable for reasonable cause, and whose continued employment on the job is considered to be contrary to the City's best interests.

Personnel (Clean Harbors and subcontractor) will be prepared to provide attentive customer service at all times. Except for devices used solely for accomplishing work covered under the contract, electronic communication or entertainment devices (including but not limited to cell phones, laptop computers, MP3 players and iPods) will not be allowed.

Exceptions will also be permitted to allow personnel to take brief calls when the individual is being contacted regarding an important family matter or emergency. Personnel may use electronic communication devices on rest periods in a designated rest area separate from event operations, provided the use of the device is not deemed inappropriate or objectionable by the City.

The reading of newspapers, magazines or any other activities not directly related to the activities covered under this contract will be limited to rest periods in a designated rest area.

C.07.3 Staffing Level

Clean Harbors has designed our staffing levels for PHHWCF and THHWCF events around the shared goal of ensuring every participant's waste is unloaded from their vehicles within fifteen minutes of their arrival.

Please see Tab C, Sections B.02.3 and B.02.6 for Clean Harbors' proposed staffing levels.

C.07.4 Requirements for Chemist Position at PHHWCF

While Clean Harbor offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes assure that only the top candidates are hired. We select promising professionals from numerous disciplines to join our skilled team.

Clean Harbors maintains an exceptionally qualified and experienced staff for contracted HHW management services. Our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation, and environmental protection. We believe this superior quality of our people is a key factor to the excellent level of service we provide.

<u>CHEMIST REQUIREMENTS:</u>

- Bachelors degree in Chemistry or a related science, or equivalent experience
- Class B commercial drivers license with a hazardous materials endorsement
- 40 hour OSHA training;
- First Aid & CPR training
- Lab or Field experience

C.07.5 Requirements for Chemist Position at THHWCF

Please see our response to Section C.07.5.

C.07.6 Notice of Change of Personnel

Clean Harbors will provide the City with written notice at least three business days prior to changing key personnel. These include, but not limited to, personnel responsible for contract or site management. Clean Harbors will submit copies of training records to the City in order to demonstrate that the proposed replacement meets the requirements to perform the work assignments.

C.08 CITY RESPONSIBILITIES

C.08.1 City Personnel

It is understood by Clean Harbors that the following activities will be performed by staff provided by the City:

(1) Administer, monitor and review performance of programs under contract(s);

(2) Review invoices and authorize payment;

(3) Adjust customer participation limits if needed to remain within budget allocations;

(4) Work with Clean Harbors to ensure a smooth transition as new services are implemented;

(5) Act in an oversight capacity as Assistant Site Managers at the PHHWCF, THHWCF, and Bulb and Battery Collection Events;

(6) Review and sign all shipping documents and related paperwork;

(7) Identify, sort, and/or package hazardous waste received through Load Check Program activities;

(8) Maintain records of waste disposal documentation including Door-to-Door service requests and waste receipts;

(9) Prepare CalRecycle Form 303 Reports from Clean Harbors' invoice and disposal method information; and

(10) Apply for and receive payments awarded by the CalRecycle Used Oil Payment Program. This includes tracking expenditures related to the collection and disposal of used oil and oil filters; maintaining documents required by the Used Oil Payment Program guidelines; and complete the online annual report.

C.08.2 Operating Permits

For services described in this Request for Proposal, the City will:

1. Obtain EPA ID numbers;

2. Prepare and submit PHHWCF, THHWCF, and Bulb and Battery Collection Events' PBR packages;

3. Prepare and submit home-generated sharps consolidation permits;

4. Provide the site and execute property use agreements with the property owners for THHWCF and Bulb and Battery Collection Events;

5. Complete notifications to local agencies; and

6. Publicize the City's household hazardous waste services independent of this Request for Proposal.

The City will provide Clean Harbors with the proposed dates and locations for the THHWCF and Bulb and Battery Collection Events for the Clean Harbors' concurrence. Within ten business days, Clena Harbors will provide the City with written notification that it accepts the dates, or has scheduling conflicts.

The City will provide the Clean Harbors with:

a) Copies of EPA ID numbers, property use agreements and PBR packages for each THHWCF; and

b) THHWCF site maps and other information, such as hours of operation, which are necessary for event organization.

With assistance from the Clean Harbors, the City will obtain required permits from the County Department of Environmental Health, City Fire Department, Air Pollution Control District, Regional Water Quality Control Board, and complete PBR packages as necessary.

C.08.3 Door-to-Door Service

The City will assign reference or control numbers for Door-to-Door services, and will schedule appointments for the PHHWCF. The City's hotline will track the residents requesting service by requesting the resident's name, address, zip code and other information. The City will review service requests to ensure that the HHW disposal request is from an eligible participant.

The City will have designated contact(s) available to answer Clean Harbors' questions related to these services; and to provide reauthorization in the event Clean Harbors encounters unusual conditions.

C.08.4 Equipment and Materials

The City will provide the Clean Harbors with forms to obtain desired or required information from potential participants at PHHWCF and THHWCF; and will collect the forms from Clean Harbors at the end of each event. In addition to obtaining general survey information, the City will use these forms to screen for unauthorized and/or ineligible participation. Feedback will be provided to Clean Harbors, as appropriate.

Utilities for the PHHWCF including electricity, water, septic, and lights will be provided by the City. The following improvements have already been provided to the PHHWCF at no cost to Clean Harbors.

- Roads
- Utilities
- Restroom trailer
- Operations office within the roofed operations area

- Chemical storage lockers
- Fencing

C.08.5 Trash and Recycling Bins

The City provides bins for the collection and recycling of cardboard received at the PHHWCF. When these bins are full, the Allan Company will transport the cardboard bins to the Miramar Recycling Center upon the City's request.

Two 20-cubic yard roll off containers are also provided on site by the City for collection of refuse received at the PHHWCF. When full, the City will independently transport refuse collected in the roll offs to the Miramar Landfill or alternate City-directed destination. All related tipping fees will be paid by the City.

C.08.6 Keys

The City will provide Clean Harbors with keys to the PHHWCF perimeter gates, office, and chemical storage lockers. Keys supplied to Clean Harbors will not be duplicated, except by the City locksmith. Lost keys will be reported immediately to the City.

All keys are the property of the City. If Clean Harbors fails to return the keys immediately upon completion or termination of the contract or if keys are lost, Clean Harbors will reimburse the City for the cost of re-keying the locks. Such costs may be retained from the final payment.

C.09 WASTE MANAGEMENT PLAN

Part 1 – Disposal | Recycling Methods and Waste Management Facility Routing

The table below outlines the disposal or recycling method, as well as the anticipated routing of each waste stream listed in Sections B.02.10 and B.02.11 of the Request for Proposal. Clean Harbors understands that the City's disposal method hierarchy is recycle/reuse, neutralization/treatment, fuel incineration, destructive incineration, and landfill.

Waste Category	Packing Method	Disposal / Recycling Method	Manifested Facility	Interim Facility	Final Facility
Acidic, Liquid/Solid, Inorganic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Acidic, Liquid/Solid, Organic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Aerosols, Flammable	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Aerosols, Non-Flammable, Corrosive	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Aerosols, Non-Flammable, Poison	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Antifreeze	Bulk	Reclamation	DeMenno/Kerdoon	N/A	Same
Asbestos – friable	Loose Pack	Landfill, Class I	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Buttonwillow, LLC
Asbestos – non-friable	Loose Pack	Landfill, Class I	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Buttonwillow, LLC
Basic, Liquid/Solid, Inorganic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Basic, Liquid/Solid, Organic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Batteries, Lead Acid	Palletize	Reuse or Reclamation	Interstate Battery of San Diego	N/A	Same
Butane Lighters	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Compressed Gas Cylinders: Helium, single-use, up to 15 cu. Ft. capacity	Each	Vent	Clean Harbors La Porte, LLC	N/A	Same
Compressed Gas Cylinders: MAPP, single-use 1-lb size	Each	Recycling	Clean Harbors La Porte, LLC	N/A	All-Safe, Inc.
Compressed Gas Cylinders: Oxygen, single-use 1-lb size	Each	Vent	Clean Harbors La Porte, LLC	N/A	Same
Compressed Gas Cylinders: Propane, single-use 1-lb size	Each	Recycling	Clean Harbors La Porte, LLC	N/A	All-Safe, Inc.
Compressed Gas Cylinders: Propane 5-gallon/BBQ size	Each	Recycling	Universal Cylinder Exchange	N/A	Same
Broken fluorescent bulbs	Loose Pack	Retort / Reclamation	Clean Harbors Wilmington, LLC	WM Lamptracker, Inc.	WM Mercury Waste, Inc.

Waste Category	Packing Method	Disposal / Recycling Method	Manifested Facility	Interim Facility	Final Facility
Cathode Ray Tube Glass	Loose Pack	Recycling	E-World Recycles, Inc.	N/A	Same
Cyanide, Liquid/Solid	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Diesel fuel	Bulk	Fuels Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Empty Drum, Non-RCRA (> 5-gallon in size, from customer)	Each	Landfill, Class I	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Buttonwillow, LLC
Fire Extinguishers (charged)	Each	Recycling	Clean Harbors La Porte, LLC	N/A	All-Safe, Inc.
Flammable Liquid	Loose Pack	Fuels Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Flammable Liquid, Toxic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Flammable Solid	Loose Pack	Fuels Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Freon (aerosol can size)	Each	Recycling	Clean Harbors La Porte, LLC	N/A	All-Safe, Inc.
Fusee (Road Flares)	Loose Pack	Destructive Incineration	Clean Harbors Aragonite, LLC	N/A	Same
Gasoline	Bulk	Fuels Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Latex Paint, recyclable	Loose Pack	Recycling	Amazon Environmental, Inc.	N/A	Same
Latex Paint, non-recyclable	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Latex Paint, PCB Contaminated	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Lead Paint Waste	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Mercury Compounds	Lab Pack	Retort / Reclamation	Clean Harbors Deer Park, LLC	Clean Harbors Arizona, LLC	WM Mercury Waste, Inc.
Mercury, Elemental and devices	Lab Pack	Retort / Reclamation	Clean Harbors Deer Park, LLC	Clean Harbors Arizona, LLC	WM Mercury Waste, Inc.
Nitric Acid, <20%	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Nitric Acid, 20% - 70%	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Non PCB Ballasts/Transformers	Loose Pack	Recycling	Clean Harbors Wilmington, LLC *or* Clean Harbors Deer Park, LLC	N/A	WM LampTracker, Inc. *or* Cleanlites Recycling, Inc.
Non-RCRA Liquids~~/Solids~~	Bulk	Destructive Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Non-RCRA Liquids/Solids	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Non-RCRA Semi-Solids	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Non-RCRA Oily Liquids/Solids	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Oil Filters	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Filter Recycling Services, Inc.

Waste Category	Packing Method	Disposal / Recycling Method	Manifested Facility	Interim Facility	Final Facility
Oil-Based Paint	Loose Pack	Fuels Incineration	Clean Harbors Environmental Services, Inc.	N/A	Same
Organic Peroxide, Type D, Liquid/Solid	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Oxidizing Liquid/Solid, Acidic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Oxidizing Liquid/Solid, Basic	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Oxidizing Liquid/Solid, Neutral	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
PCB Ballasts	Loose Pack	Recycling	Clean Harbors Deer Park, LLC	N/A	Cleanlites Recycling, Inc.
Pharmaceuticals, prescription & over- the-counter medications	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Self-Heating Substances	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Sharps (Home Generated)	Loose Pack	Destructive Incineration	Clean Harbors Aragonite, LLC	N/A	Same
Sulfuric Acid, fuming	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Soil Contaminated w/Gasoline	Bulk	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Soil Contaminated w/Diesel	Bulk	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Soil Contaminated w/Used Motor Oil	Bulk	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Soil Contaminated w/Hydraulic Oil	Bulk	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Toxic Liquid, Flammable	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Toxic Liquid/Solid	Loose Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Used Motor Oil	Bulk	Reclamation	DeMenno/Kerdoon	N/A	Same
Used Motor Oil, Contaminated w/Chlorinated Substances	Bulk	Fuels Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Used Motor, Oil and Diesel Mixtures	Bulk	Reclamation	Clean Harbors Wilmington, LLC	N/A	DeMenno/Kerdoon
Used Motor, Oil and Diesel Mixtures	Bulk	Fuels Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Used Motor, Oil and Water Mixtures	Bulk	Wastewater Treatment	Clean Harbors Wilmington, LLC	N/A	DeMenno/Kerdoon
Used Motor, Oil and Water Mixtures	Bulk	Fuels Incineration	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Aragonite, LLC
Water Reactive Liquid/Solid	Lab Pack	Destructive Incineration	Clean Harbors Deer Park, LLC	N/A	Same
Batteries - Alkaline	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	Kinsbursky Brothers, Inc.	Retriev Technologies
Batteries - Alkaline	Loose Pack	Landfill, Class I	Clean Harbors Wilmington, LLC	N/A	Clean Harbors Buttonwillow, LLC
Batteries - Gel Cell	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Kinsbursky Brothers, Inc.

Waste Category	Packing Method	Disposal / Recycling Method	Manifested Facility	Interim Facility	Final Facility
Batteries - Lithium	Loose Pack	Recycling	Kinsbursky Brothers, Inc. *via the Big Green Box*	N/A	Toxco Waste Management, Ltd.
Batteries - Mercury	Loose Pack	Recycling	Clean Harbors Deer Park, LLC	N/A	Bethlehem Apparatus Company
Batteries - NiCad	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	Kinsbursky Brothers, Inc.	Retriev Technologies
Fluorescent bulbs, 4' and 8' straight	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Fluorescent bulbs, CFL	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Fluorescent bulbs, U-shape	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Fluorescent bulbs, Circular	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Light bulbs, HID	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Light Bulbs, Mercury Vapor	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Light Bulbs, Neon	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Light Bulbs, Sodium	Loose Pack	Recycling	Clean Harbors Wilmington, LLC	N/A	Clean Harbors El Dorado, LLC
Mercury Containing Devices	Lab Pack	Retort / Reclamation	Clean Harbors Deer Park, LLC	Clean Harbors Arizona, LLC	WM Mercury Waste, Inc.
Cathode Ray Tubes (CRTs)/CRT Devices	Loose Pack	Recycling	E-World Recycles, Inc.	N/A	Same
Consumer Electronic Devices	Loose Pack	Recycling	E-World Recycles, Inc.	N/A	Same
Devices with LCD screens	Loose Pack	Recycling	E-World Recycles, Inc.	N/A	Same
Devices with Plasma Screens	Loose Pack	Recycling	E-World Recycles, Inc.	N/A	Same

Clean Harbors reserves the right to substitute any of the facilities listed above with another City-approved facility. For example, Water Reactive Liquid/Solid may be manifested to Clean Harbors Aragonite, LLC instead of our Deer Park facility. Another example: Not all Mercury Compounds can be recycled at WM Mercury Waste, Inc., in which case Clean Harbors would substitute Veolia ES Technical Solutions, LLC as the Final Facility.

If notification is received of any new hazardous waste not listed above or in Sections B.02.10 or B.02.11 of the contract, within ten business days of receiving the City's notification, Clean Harbors will submit to the City an updated Waste Management Plan and waste profile(s).

Part 2 – List of Disposal | Recycling Facilities

PRIMARY FACILITIES

Clean Harbors Wilmington, LLC
1737 East Denni Street
Wilmington, California 90744
CAD044429835
waste storage and fuels blending

Clean Harbors Deer Park, LLC
2027 Independence Parkway South
La Porte, Texas 77571
TXD055141378
waste storage and incineration

Clean Harbors Environmental Services, Inc.
2247 South Highway 71
Kimball, Nebraska 69145
NED981723513
waste storage and incineration

Clean Harbors Aragonite, LLC
11600 North Aptus Road
Dugway, Utah 84022
UTD981552177
waste storage and incineration

Clean Harbors El Dorado, LLC
309 American Circle
El Dorado, Arkansas 71730
ARD069748192
waste storage and incineration, lamp recycling

Clean Harbors La Porte, LLC
500 Independence Parkway South
La Porte, Texas 77571
TXD982290140
waste cylinder storage and treatment

Clean Harbors Buttonwillow, LLC
2500 West Lokern Road
Buttonwillow, California 93206
CAD980675276
hazardous waste landfill

Clean Harbors Arizona, LLC
1340 West Lincoln Street
Phoenix, Arizona 85007
AZD049318009
waste mercury storage and consolidation

DeMenno | Kerdoon
2000 North Alameda Street
Compton, California 90222
CAT080013352
oil and antifreeze recycling

Filter Recycling Services, Inc.
180 W. Monte Avenue
Bloomington, California 92316
CAD982444481
oil filter recycling

Amazon Environmental, Inc.
779 Palmyrita Avenue
Riverside, California 92507
CAR000222208
latex paint recycling

E-World Recyclers
1390 Engineer Street
Vista, California 92081
CAL000385283
electronic waste recycling

All-Safe, Inc.
26443 Fallbrook Avenue
Wyoming, Minnesota 55092
MNR000001164
cylinder recycling

Universal Cylinder Exchange
692 North Cypress Street
Orange, California 92867
EPA ID Number – not applicable
propane cylinder recycling

PRIMARY FACILITIES

Interstate Battery of San Diego
9345 Cabot Drive
San Diego, California 92126
EPA ID Number – not applicable
automotive battery reuse and recycling

Kinsbursky Brothers, Inc.
125 E. Commercial Street, Suite A
Anaheim, California 92801
CAD088504881
battery storage and recycling

Retriev Technologies
265 Quarry Road Southeast
Lancaster, Ohio 43130
OHD071654958
battery recycling

Toxco Waste Management, Ltd
9384 Highway 22A
Trail, British Columbia V1R 4L5
PA-12975
lithium battery recycling

Cleanlites Recycling, Inc.
7806 Anthony Wayne Avenue
Cincinnati, Ohio 45216
OHR000109819
lamps and PCB / non-PCB ballast recycling

WM LampTracker, Inc.
5325 1st Avenue, Suite 26
Glendale, Arizona 85301
AZD982434185
non-PCB ballasts and lamp recycling

WM Mercury Waste, Inc.
21211 Durand Avenue
Union Grove, Wisconsin 53182
WIR000000356
mercury retort / reclamation

Bethlehem Apparatus Company, Inc.
890 Front Street
Hellertown, Pennsylvania 18055
PAD002390961
mercury battery retort / reclamation

ALTERNATIVE | ADDITIONAL FACILITIES

Clean Harbors of San Jose, LLC
1021 Berryessa Road
San Jose, California 95112
CAD059494310
wastewater treatment – bulk corrosives

Clean Harbors Grassy Mountain, LLC
3 Miles East 7 Miles North of Knolls, Exit 41 off I-80
Grantsville, Utah 84029
UTD991301748
hazardous and PCB waste landfill

Clean Harbors Colfax, LLC
3763 Highway 471
Colfax, Louisiana 71417
LAD981055791
waste explosives disposal

Electronic Recyclers International, Inc.
2860 S. East Avenue
Fresno, California 93725
CAR000202937
electronic waste recycling

Veolia ES Technical Services, LLC
5736 West Jefferson Street
Phoenix, Arizona 85043
AZ0000337360
mercury retort / reclamation

International Metals Reclamation Company, Inc.
One INMETCO Drive
Ellwood City, Pennsylvania 16117
PAD087561015
battery recycling

Clean Harbors' proprietary Waste Information Network ("WIN") software has a function that enables us to set restrictions on where and how a customer's waste is handled. All disposal facilities approved by the City (including downstream "final" disposal/recycling facilities) are entered into the program, and updated if the City adds or removes an approved site. Once restrictions are set up for a customer, WIN will ensure their waste is never accidentally shipped to an unapproved site.

In the event Clean Harbors wishes to make a change in the disposal method for any of the waste streams listed above, written notification will be provided to the City at least thirty business days in advance.

Part 3 – List of Transporters

Clean Harbors will perform the majority of waste pick-up and transportation using our internal resources. There are some instances however, when it will become necessary for us to utilize third-party resources too as outlined in the list below.

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, Massachusetts 02061
MAD039322250
short-haul and long haul transportation

Triad Transport, Inc.
1630 Diesel Avenue
McAlester, Oklahoma 74501
OKD981588791
long-haul transportation only

SLT Express Way, Inc
7138 N 110th Avenue
Glendale, Arizona 85307
AZR000508515
long-haul transportation only

Asbury Environmental Services, Inc.
9119 Birch Street,
Spring Valley, California 91977
CAD028277036
oil and antifreeze transportation (via tanker) only

E-World Recyclers
1390 Engineer Street
Vista, California 92081
CAL000385283
electronic waste transportation only

Interstate Battery of San Diego
9345 Cabot Drive
San Diego, California 92126
EPA ID Number – not applicable
automotive lead acid battery transportation only

Please note that in the event explosives or radioactive materials need to managed, Clean Harbors will utilize subcontractors. We anticipate the need for this type of service to be very infrequent, or not at all.

Since Clean Harbors periodically reviews the qualifications and compliance of our transportation subcontractors, internal approvals may change from time to time. We will provide information on approved transportation subcontractors prior to their use for the City's waste, when and if the need arises.

C.10 ACCEPTABLE TRANSPORTER & DISPOSAL/RECYCLING FACILITIES

Disclosure of any hazardous material or waste regulatory agency (including transportation, air, water, storm water or sewer related agency) notice of non-compliance, violation, etc. for the facilities listed in Section C.09 has been provided in Tab A. Please see Clean Harbors' response to number 7 of the "Pre-Award Survey Documents" for details about transporter and disposal facility compliance issues.

Any compliance issues for our subcontractors (TSDF and Transporter) will be attached to their respective "Statement of Subcontractors," located at the end of the "Pre-Award Survey Documents."

Clean Harbors will ensure that all transporters, storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills and all other disposal or recycling facilities used to provide services under this Contract are properly licensed and in compliance with all applicable local, state, and federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times.

In performing the Scope of Services, Clean Harbors' personnel will properly package, label, load, and transport the HHW to a City pre-approved, licensed recycling facility or licensed TSDF. Clean Harbors will ensure that all TSDFs located outside the State of California and used by us to perform services under this Contract meet the same or higher regulatory standards for the processing, recycling, and disposal of hazardous waste and for environmental compliance as required by the State of California.

C.10.1 Notification of Change

Written notification will be provided to the City's Contract Manager or designee at least thirty (30) business days prior to Clean Harbors making changes to Transporters, Subcontractors, Recycling Facilities and/or TSDFs. The City reserves the right to reject any suggested substitute subcontractor, recycling facility, or TSDF. Clean Harbors will not engage the services of a substitute TSDF without the first obtaining prior written approval from the City.

At least thirty (30) calendar days prior to the Contract expiration date, Clean Harbors will provide an update list annually of subcontractors, transporters, recycling facilities, TSDFs and related information for the City's consideration and approval.

C.10.2 Regulatory Compliance

All transporters, recycling facilities and TSDFs shall be in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and at all times during the term of this Contract. If the available information demonstrates that a TSDF or recycling facility has received regulatory fines totaling over $25,000 in the past three years, has a pending environmental compliance action, or another significant environmental compliance concern is observed, the City will request further information and explanation from Clean Harbors before making a final determination whether the TSDF or recycling facility remains acceptable to the City.

Clean Harbors will endeavor to notify the City within ten (10) business days of receiving knowledge that any transporter, recycling facility, or TSDF utilized by Clean Harbors has received a fine, penalty or other regulatory sanction.

The City will periodically review available information and request regulatory compliance information from Clean Harbors for any transporter, recycling facility or TSDF listed as a subcontractor under this Contract. Clean Harbors will provide the City with such information upon the City's request.

The City has the right to reject a transporter, recycling facility or TSDF on Clean Harbors' approved list if the City determines the entity is no longer in good regulatory standing. Clean Harbors will cease utilizing a transporter or will cease delivering any City HHW to a recycling facility or TSDF if it is determined to be unacceptable by the City. Clean Harbors will immediately direct City HHW away from the unacceptable business to a City-approved transporter, recycling facility or TSDF, at no additional cost to the City.

C.11 TRAINING

Every Clean Harbors' employee receives rigorous training in the most sophisticated and advanced techniques for handling hazardous materials. Our training department utilizes in-house experts, and two in-house environmental training centers. Employee training is recorded and tracked for all employees through the use of PeopleSoft® software.

OSHA regulations require that all HAZWOPER[2]-trained employees receive at least eight hours of refresher training each year. Clean Harbors' policy is to conduct refresher training in monthly, one-hour modules. We have found this to be much more effective than an eight-hour class taken once a year. All applicable employees must attend twelve mandatory monthly module trainings during the calendar year; eight of which address the OSHA HAZWOPER Training Standards.

The following table outlines the minimum training requirements Clean Harbors has established for job titles relevant to household hazardous waste collections. Usually, the actual training received far exceeds the minimum requirements shown here.

Minimum Training Required	*Position / Job Function*				
	Project Manager	Chemist	Technician	Off-Loader, Laborer	Traffic Control, Surveyor
40-Hour HAZWOPER 29 CFR 1910.120	✓	✓			
24-Hour HAZWOPER 29 CFR 1910.120			✓	✓	
8-Hour OSHA Annual Refresher: ▪ Hazard Communication ▪ Medical / Bloodborne Pathogens ▪ Respiratory Protection ▪ Confined Space/Heat Stress ▪ PPE / Hearing Conservation ▪ Decontamination ▪ Emergency Response ▪ Drum & Material Handling	✓	✓	✓		
HMTS DOT Hazardous Materials Transportation Skills Training	✓	✓	✓		
Medical Surveillance	✓	✓	✓	✓	
Respirator Clearance	✓	✓	✓	✓	
Unknown Waste Material Fingerprint Analysis Training		✓			
Clean Harbors' HHW Orientation	✓	✓	✓	✓	
Clean Harbors' HHW Training for Project Managers / Supervisors	✓				
HHW Site Safety Meeting	✓	✓	✓	✓	✓

[2] Hazardous Waste Operations and Emergency Response

COPIES OF TRAINING RECORDS

For all Clean Harbors' personnel currently assigned to work at the City's PHHWCF, copies of their training records have already been provided in Tab A, in response to number 11 of the "Pre-Award Survey Documents". The training records are attached to the back of each employee's resume.

Upon contract award, Clean Harbors will continue to submit to the City updated copies of training records for our PHHWCF staff on a monthly basis. Corresponding records will also be provided for THHWCF employees at least three days prior to each event date.

Clean Harbors will never assign subcontracted personnel to work at the PHHWCF. In the event that subcontracted personnel cannot be avoided for THHWCF events, only the Laborer positions will be filled by subcontracted personnel. All Technicians, Chemists and Project Managers will be full-time Clean Harbors' employees only.

C.12 LICENSES

Clean Harbors possesses all licenses, permits, certifications, registrations, insurance coverage and other qualifications required by local, state, and federal law to collect, transport, store, and dispose of hazardous wastes. We accept and fulfill all responsibilities and obligations required by local, state, and federal enforcement agencies as owner and operator of licensed treatment, storage and disposal facilities ("TSDFs"); and will ensure our subcontractors are in conformance with these provisions as well. If any of these requirements are not met, Clean Harbors will notify the City within ten business days.

Vehicles transporting hazardous waste, including our subcontractors' vehicles, will comply with all applicable local, state, and federal requirements for vehicle maintenance, repair and documentation; as well as hazardous waste transportation compliance requirements. The City reserves the right to inspect Clean Harbors' vehicles and vehicles belonging to our subcontractors to confirm compliance with applicable transportation regulations or California Vehicle Code requirements.

Clean Harbors will notify the City within ten business days if any vehicular licenses, registrations or other qualifications are revoked, suspended or expired.

C.13 WARRANTY

(Reserved)

C.14 SAFETY AND ACCIDENT PREVENTION

Clean Harbors will take all precautions necessary and will bear sole responsibility for the safety of the work under this Contract, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

Clean Harbors will, at all times in the performance of the work under this Contract, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 ("OSHA"); and all applicable State labor laws and the regulations and standards issued there under.

Clean Harbors will warrant that any work performed in any location partially or entirely under Clean Harbors' control be performed in accordance with OSHA requirements. Clean Harbors will further warrant that all material and equipment furnished under this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards there under. Clean Harbors will require these warranties in adherence to OSHA from all subcontractors and suppliers we employ in the performance of this Contract.

Upon direction of the City's Contract Manager or designee, Clean Harbors will remove any employee from the work site that the City has deemed to be working in an unsafe manner. Clean Harbors will supply Personal Protective Equipment ("PPE") as specified in the Request for Proposal, to be properly used by Clean Harbors' employees. Clean Harbors will immediately notify the City of any equipment failure or accident leading to the release of hazardous materials or waste.

C.15 CUSTOMER SERVICE

Clean Harbors will provide a customer service program that includes, but is not limited to the following.

1) One local San Diego phone number with a prefix of 619, 858, and 760 or a toll free number for City customers to contact Clean Harbors and an in-house Customer Service Representative ("CSR") who is assigned to the City.

2) The in-house CSR will be knowledgeable and responsive relative to the Contract and customer service issues, and available to the City during regular working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

3) The City Contract Manager, Department contacts, and Clean Harbors will mutually agree to the content and communication method (telephone, email, fax, letter, meeting) for the various types of services needed as described in this Contract.

4) Clean Harbors will use electronic mail and/or telephone for communications between the City and Clean Harbors related to service requests.

C.15.1 City Hotline Services

Clean Harbors will refer City residents requesting HHW disposal services to the City's HHW Program phone number: (858) 694-7000.

C.15.2 Business Waste Referral

Clean Harbors will provide customers requesting CESQG and business waste disposal services with the phone number for Clean Harbors' San Diego Service Center.

C.16 COOPERATION AND TRANSITION

Kickoff Meeting

Clean Harbors will schedule one (1) meeting no later than four (4) weeks from the date of commencement of work. The Contract Manager and/or designee will provide Clean Harbors with any clarification or feedback in providing the Scope of Services as outlined in this Contract.

Quality Assurance Meetings

Clean Harbors will meet at the City's request to discuss Contract performance issues. A quality assurance meeting will be held annually at a minimum, and will be scheduled within ten (10) business days from the date of City's request. At quality assurance meetings, the City's Contract Manager and/or designee will provide Clean Harbors with feedback, and will note deficiencies in Contract performance, if any.

Clean Harbors will correct any deficiencies in Contract performance within thirty (30) calendar days of the quality assurance meeting, unless otherwise directed by the City in writing.

Transition

Upon the expiration or termination of any agreement resulting from this contract, Clean Harbors will be responsible for the following.

- Properly packaging, transporting, and disposing of all HHW stored at the PHHWCF.
- Inspecting, testing as needed, removing, packaging, and transporting all HHW, liquids, solids, and other debris from the PHHWCF's chemical building sumps and spill containment pallets.
- Meeting with City staff to identify City and Clean Harbors' property and disposition thereof.
- Inspecting the PHHWCF facility to identify and correct any damages caused as a result of Clean Harbors' activities; including but not limited to, damages to buildings and remediation of any hazardous waste releases.

Coordinating with the City to remove Clean Harbors' equipment and return City-issued keys and equipment. All costs related to damages to property and remediation of the site, if applicable, will be deducted from the final payment due to Clean Harbors.

All keys are the property of the City. If Clean Harbors fails to return the keys immediately upon completion or termination of the contract or if keys are lost, Clean Harbors will reimburse the City for the cost of re-keying the locks. Such costs may be retained from the final payment.

C.17 CONTRACTOR'S WORK SITE

In the event the City requests an audit of Clean Harbors' facilities or the facilities of our subcontractors, neither Clean Harbors nor Clean Harbors' subcontractor will unreasonably deny such request. In order to comply with state and federal security regulations, Clean Harbors must receive notice of the upcoming visit at least forty-eight hours in advance.

C.18 OPTIONAL SERVICE

C.18.1 Materials Exchange Program

Please see Section 16 (page 56) of the attached generic "Operations, Health and Safety Plan."

C.18.2 CESQG Program

Clean Harbors would be responsible for making appointments, verifying CESQG business status, preparing manifests, invoicing businesses, collecting the fees and receiving the waste at the events, and managing all areas of compliance regarding the legal participation and transport of CESQG wastes. At no time will Clean Harbors accept more than the CESQG limits specified in Section 25218.1 of the California *Health and Safety Code*.

The following is an outline of Clean Harbors' generic CESQG Program Protocol. Upon contract award, this outline will then be used to create a program customized to serve the City's needs.

1) A toll-free telephone number will be provided by Clean Harbors to the City for use in advertising the CESQG collection program. With the exception of a one-hour lunch break, all calls will be answered live between 8:00 a.m. and 5:00 p.m. However, in the event a caller must leave a voicemail, it will be returned in less than twenty-four hours.

2) Clean Harbors will screen for eligibility each potential CESQG that calls to schedule an appointment. Appointments will be tentatively set for Mondays between 8:00 a.m. and 4:00 p.m. At no time will CESQG waste be collected at the same time that household hazardous waste is being collected.

   Please note that "1" and "2" can be revised to accommodate the City managing the appointment scheduling instead of Clean Harbors, if so desired.

3) Eligible businesses will be required to present an inventory of their hazardous wastes to Clean Harbors at least three days prior to their desired appointment time. These inventories will be reviewed for acceptance and a fee will be quoted.

4) After the CESQG business signs and returns the quote, the appointment time will be set. A confirmation that includes transportation requirements will be e-mailed or faxed to the client.

5) When the CESQG arrives for their appointment, the unloading Technician or Laborer will weigh each waste container and verify that the participant's waste matches their waste inventory. If necessary, the estimate will be adjusted.

6) All participating businesses will be required to sign an affidavit that they are in fact Conditionally Exempt Small Quantity Generators as defined in Section 25218.1 of the California *Health and Safety Code*.

7) Cash, checks or credit card payments will be made directly to Clean Harbors at the time of drop off. Businesses will receive a copy of their receipt.

8) Clean Harbors will commingle and pack CESQG waste with household hazardous waste. However, the total amount paid to Clean Harbors by CESQGs will appear on the City's invoice as a credit.

C.18.3 Inter-Jurisdictional HHW Service Agreement

Clean Harbors welcomes the opportunity to discuss a plan for this after the contract is awarded.

C.18.4 Sharps Collection Event

Clean Harbors welcomes the opportunity to discuss a plan for this after the contract is awarded.

C.18.5 Bulb and Battery Collection Program

Clean Harbors welcomes the opportunity to discuss a plan for this after the contract is awarded.

C.19 INCURRED EXPENSES

Clean Harbors will bear all expenses incurred by our participation in the solicitation process; including, but not limited to preparing and submitting this Proposal in response to the RFP.

SECTION D

QUALIFICATIONS AND EXPERIENCE

The Contractor shall have a minimum of three (3) years experience managing HHW collection services (events and/or permanent facilities) for both recyclable and non-recyclable HHWs within the State of California. The Contractor shall demonstrate they have managed contract(s) servicing a minimum of 500,000 pounds of HHW per year, excluding E-Waste, in the State of California. The Contractor shall also demonstrate that they are properly equipped to perform the work as specified in this RFP.

The Contractor shall demonstrate that key personnel and account representative(s) have a minimum of three (3) years prior experience servicing accounts of similar type, size, and scope as those described in this RFP.

The Contractor shall demonstrate that the Contractor and subcontractors are in good regulatory standing.

The Contractor and subcontractors shall demonstrate they have all the required licenses, permits, certifications, registrations, training, and any other qualifications required by local, state, and federal law to identify, sort, screen, package, label, load, transport, and dispose of hazardous, regulated and recyclable wastes as required by this RFP.

The Contractor shall demonstrate financial stability through assets, acceptable debt to equity ratio, lines of credit, and levels of insurance. The Contractor shall submit the most recent audited financial statements of the business entity that will enter into the Contract with the City. Such statements must be certified by an officer of the business and accompanied by the opinion of an independent certified public accountant. If audited financial statements are not available, the Contractor shall submit a letter signed by an officer of the Contractor's bank indicating the Contractor's financial status in terms of assets, debt and lines of credit.

2013 ANNUAL REPORT

PEOPLE & TECHNOLOGY
CREATING A SAFER
CLEANER ENVIRONMENT

Clean Harbors®

Safety-Kleen Re-Refinery, East Chicago, IN

Clean Harbors Positioned for Sustainable Growth

With the purchase of Safety-Kleen, Clean Harbors has combined the largest hazardous waste management network in North America with the largest solvent recycling and used oil re-refining company. By primarily focusing on small-quantity waste generators, Safety-Kleen provides services to over 200,000 customers with substantial waste volumes that are now managed in the Clean Harbors waste disposal network. This expanded customer base also presents a significant opportunity for cross-selling our broad portfolio of waste management, recycling and environmental services. The result is the most comprehensive menu of sustainability solutions in the industry and an unrivaled platform for future growth.

safety-kleen®

MAKE GREEN WORK®

The purchase of Evergreen Oil provides a third oil re-refinery and expands Safety-Kleen's footprint for oil collection and re-refining in the western US. It increases total used oil collection capacity to an industry leading over 200 million gallons per year, delivering the majority back to the marketplace as clean, pure motor oil and associated byproducts. Many of these are sold as Safety-Kleen's EcoPower® brand engine oils and industrial lubricants.

Safety-Kleen re-refineries have re-refined over 3 billion gallons of used oil, avoiding over 23.3 million metric tons of greenhouse gas (GHG). This is the equivalent of growing 600 million trees for 10 years in an urban environment, or taking over 4.4 million passenger cars off the road for a year.

About Clean Harbors

Clean Harbors is the leading provider of environmental, energy and industrial services throughout North America. The Company serves a diverse customer base, including a majority of the Fortune 500 companies, thousands of smaller private entities, and numerous federal, state, provincial, and local governmental agencies. Through its Safety-Kleen subsidiary, Clean Harbors also is a premier provider of used oil recycling and re-refining, parts washers, and environmental services for the small quantity generator market. Headquartered in Massachusetts, Clean Harbors has over 100 waste disposal facilities and more than 400 service locations throughout the United States and Canada, as well as Mexico and Puerto Rico. For more information, visit www.cleanharbors.com.

Front Cover (left to right): Ross Hammond, Safety-Kleen Lab Analyst Supervisor; Danny Durant, Clean Harbors Insite Chemist for Technical Services

TO OUR SHAREHOLDERS

Dear Shareholders:

Clean Harbors achieved the highest levels of revenue and Adjusted EBITDA in its history in 2013. Reflecting the acquisition of Safety-Kleen, revenues increased 60% to more than $3.5 billion, while Adjusted EBITDA exceeded $510 million. Despite these results, our financial performance fell short of our expectations for the year. The Company encountered a number of challenging market conditions during 2013, from a steep decline in base oil pricing to historic flooding in Western Canada to year-end weakness in our seismic business.

2013 was a year of significant achievement for the Company. Our safety record continued to improve and we exceeded our goals for the year. Our Safety Starts with Me: Live It 3-6-5 initiative is proving highly successful, and customers are awarding us with new work based on our continuous improvement in safety performance. With the hard work of our team, we successfully integrated Safety-Kleen, capturing more than $70 million in cost synergies. We positioned the Company for growth on a common operating platform, migrating Safety-Kleen to our proprietary WIN system. We also acquired Evergreen Oil in September, which expanded our re-refining market presence into California. The Evergreen plant will serve as a strong complement to our existing network going forward. In addition, we invested in a number of organic growth opportunities, including the construction of our first-class facility, Ruth Lake Lodge, which also is serving as a training center for our employees and a maintenance hub for our vehicles in the Ft. McMurray, Alberta, Canada market.

In early 2014, we faced some additional headwinds. The refining majors dropped their posted Group 2 lubricant pricing in mid-January. This affected our contracted base oil volumes, which are directly tied to these posted prices, as well as the oil we sell in the spot market. Fortunately, base oil pricing recovered some of that decline already in March. Weakness in the Canadian dollar is affecting our revenue and profitability in Canada as we translate our results into U.S. dollars. In our Oil and Gas Field Services segment, we are seeing fewer exploration projects, given the existing backlog of planned drilling in North America. Lastly, severe cold temperatures and storms blanketed much of North America in early 2014, causing multiple office closures and driving up our fuel and maintenance costs.

In response to this environment, we have taken swift action. First, we launched a broad strategic review of our operating structure, with a focus on how to better drive organic growth and improve our return on invested capital (ROIC). We initiated a far-reaching cost reduction program aimed at taking $75 million in additional expenses out of our cost structure. Our goal is to bring our cost structure in line with our current revenue level. In addition to pure cost reduction initiatives, we are launching a number of margin enhancement activities, such as transitioning to a more regionalized structure in our sales organization, which we expect will drive organic growth and foster more cross-selling at

Alan McKim
Chairman &
Chief Executive Officer

"Clean Harbors has successfully navigated challenging periods in our history, and each time, we have emerged stronger. In fact, rallying our team during difficult times is part of our corporate DNA. It's one of the reasons we have been so successful for more than 30 years."

TO OUR SHAREHOLDERS

the local level. We also are targeting margin enhancements in areas such as our pay-for-oil program, maximizing our disposal network, and optimizing our terminal network, including blending capabilities. Collectively, these programs will help us address the margin pressures we are experiencing in the first quarter of 2014.

Within Technical Services, we will continue to drive additional waste streams into our disposal network and advance pricing. In addition, we are moving ahead with our expansion plan to build a third incinerator at our El Dorado facility, which we expect to come online in 2016. Within SK Environmental Services, we intend to open new branches, place more parts washers in the field and pursue new sources of waste oil and containerized waste from customers. Our Oil Re-refining and Recycling segment remains focused on increasing our percentage of blended product sales and lowering our input costs. Our closed-loop recycling approach and commitment to sustainability are attractive to customers, and we intend to capitalize on the long-term demand for recycled products. Within Industrial and Field Services, we are deepening our penetration of key verticals such as refineries, while reviving our growth opportunities in areas such as the Oil Sands. In 2014, we plan to bring our new Ruth Lake facility up to full capacity, which will enable us to return our lodging occupancy to historical levels. Finally, within Oil and Gas Field Services, we aim to offset the slowdown in our seismic business with increased activity within surface rentals and production. Our underlying goal is to capitalize on our underutilized equipment in Oil and Gas.

In February of this year, our Board of Directors authorized the repurchase of up to $150 million of our common stock. It is the first share repurchase program in our history and reflects the Board's confidence in our strategy and long-term vision for Clean Harbors. Our strong balance sheet and consistent cash generation affords us the financial flexibility to implement this shareholder-friendly initiative while continuing to execute on our growth plans.

Looking ahead, we remain encouraged about our prospects. In the near-term, we are focused on achieving our cost reduction targets, while reinvigorating organic growth. The comprehensive sales and expense reduction initiatives we have underway will support the profitable growth we are projecting for 2014. The Safety-Kleen acquisition and the Company's expansion into new markets over the past five years have established scale and a solid platform for growth. We continue to see substantial cross-selling and long-term opportunities to expand our business within each of our five segments.

Clean Harbors has successfully navigated challenging periods in our history, and each time, we have emerged stronger. In fact, rallying our team during difficult times is part of our corporate DNA. It's one of the reasons we have been so successful for more than 30 years. Another is the quality of our people, many of whom have been with us for a decade or more. On behalf of the executive team and our Board, I want to personally thank each of our employees for their contributions in 2013. I would also like to express my sincere appreciation to our shareholders, customers and partners. We are confident that a bright future awaits us in 2014 and beyond, and we look forward to sharing our success with you.

Sincerely,
Alan S. McKim

Chairman and Chief Executive Officer
Clean Harbors, Inc.
March 31, 2014

SELECTED FINANCIAL DATA

For the Year Ended December 31, *(in thousands except per share amounts)*

Income Statement Data:	2013	2012	2011	2010	2009
Revenues	$ 3,509,656	$ 2,187,908	$ 1,984,136	$ 1,731,244	$ 1,074,220
Cost of revenues (exclusive of items shown separately below)	2,542,633	1,540,621	1,379,991	1,210,740	753,483
Selling, general and administrative expenses	470,477	273,520	254,137	205,812	163,157
Accretion of environmental liabilities	11,541	9,917	9,680	10,307	10,617
Depreciation and amortization	264,449	161,646	122,663	92,473	64,898
Income from operations	220,556	202,204	217,665	211,912	82,065
Other income (expense)	1,705	(802)	6,402	2,795	259
Loss on early extinguishment of debt	—	(26,385)	—	(2,294)	(4,853)
Interest expense, net	(78,376)	(47,287)	(39,389)	(27,936)	(15,999)
Income from continuing operations before provision (benefit) for income taxes	143,885	127,730	184,678	184,477	61,472
Provision (benefit) for income taxes	48,319	(1,944)	57,426	56,756	26,225
Income from continuing operations	95,566	129,674	127,252	127,721	35,247
Income from discontinued operations, net of tax	—	—	—	2,794	1,439
Net income	$ 95,566	$ 129,674	$ 127,252	$ 130,515	$ 36,686
Earnings per share:					
Basic	$ 1.58	$ 2.41	$ 2.40	$ 2.48	$ 0.74
Diluted	$ 1.57	$ 2.40	$ 2.39	$ 2.47	$ 0.74
Cash Flow Data:					
Net cash from operating activities	$ 415,839	$ 324,365	$ 179,531	$ 224,108	$ 93,270
Net cash from investing activities	(345,512)	(1,572,636)	(480,181)	(125,687)	(118,391)
Net cash from financing activities	13,126	1,217,868	258,740	(32,230)	3,584
Other Financial Data:					
Adjusted EBITDA (1)	$ 510,105	$ 373,767	$ 350,008	$ 314,692	$ 157,580

At December 31, *(in thousands)*

Balance Sheet Data:	2013	2012 (2) *(As Adjusted)*	2011	2010	2009
Working capital	$ 531,634	$ 506,593	$ 510,126	$ 446,253	$ 386,930
Goodwill	570,960	579,715	122,392	60,252	56,085
Total assets	3,953,678	3,838,086	2,085,803	1,602,475	1,401,068
Long-term obligations (including current portion)	1,402,764	1,407,971	538,888	278,800	301,271
Stockholders' equity	1,475,639	1,432,072	900,987	780,827	613,825

1. *See "Adjusted EBITDA" under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," on pages 29 and 30 of the Annual Report on Form 10-K, incorporated herein, for a definition of Adjusted EBITDA and a reconciliation of net income to Adjusted EBITDA.*
2. *The December 31, 2012 balance sheet has been adjusted for purchase price measurement period adjustments related to the Safety-Kleen acquisition as disclosed in Note 3, "Business Combinations," on pages 58 through 60 of the Annual Report on Form 10-K, incorporated herein. These reclassifications and adjustments had no effect on consolidated net income, comprehensive income, cash flows or stockholders' equity for any of the periods presented.*

EXECUTIVE OFFICERS & DIRECTORS

Executive Officers

Alan S. McKim
Chairman of the Board of Directors and
Chief Executive Officer

James M. Rutledge
Vice Chairman of the Board, President and Chief Financial Officer

Michael L. Battles
Senior Vice President, Corporate Controller and
Chief Accounting Officer

Jerry E. Correll
President, Safety-Kleen Environmental Services*

George L. Curtis
Executive Vice President, Pricing and Proposals*

Dave E. Eckelbarger
Executive Vice President, Supply Chain*

Deirdre J. Evens
Executive Vice President, Human Resources*

Eric W. Gerstenberg
President, Environmental Services*

Curt C. Knapp
Executive Vice President, Marketing and Oil Re-refining Sales*

Marvin Lefebvre
Executive Vice President, Oil and Gas Field Services*

David M. Parry
President, Industrial & Field Services*

Michael J. Twohig
Executive Vice President and Chief Administrative Officer*

Brian P. Weber
Executive Vice President, Corporate Planning and Development*

Directors

Alan S. McKim
Chairman of the Board of Directors and
Chief Executive Officer

James M. Rutledge
Vice Chairman of the Board, President and Chief Financial Officer

Dr. Gene Banucci
Founder, a Director and former Executive Chairman,
ATMI, Inc.

John P. DeVillars
Managing Partner, BlueWave Capital, LLC

Edward G. Galante
Former Senior Vice President,
Exxon Mobil Corporation

John F. Kaslow
Retired Executive Vice President and Chief Operating Officer,
New England Electric System

Rod Marlin
Former President and Chief Executive Officer,
Eveready Inc.

Daniel J. McCarthy
Professor of Global Management and Innovation at
Northeastern University's D'Amore-McKimSchool of Business

John T. Preston
Managing Partner, TEM Capital

Andrea Robertson
Former Group Executive and Corporate Treasurer,
MasterCard Worldwide

Thomas J. Shields
Managing Director, Shields & Company, Inc.

** Officer of a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc.*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2013
OR
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to .

COMMISSION FILE NO. 001-34223

CLEAN HARBORS, INC.
(Exact name of registrant as specified in its charter)

Massachusetts (State or other jurisdiction of incorporation or organization)	**04-2997780** (IRS Employer Identification No.)
42 Longwater Drive, Norwell, MA (Address of principal executive offices)	**02061-9149** (Zip Code)

Registrant's telephone number: (781) 792-5000

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class:	Name of each exchange on which registered:
Common Stock, $.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Securities Exchange Act of 1934:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding twelve months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

On June 28, 2013 (the last business day of the registrant's most recently completed second fiscal quarter), the aggregate market value of the voting and non-voting common stock of the registrant held by non-affiliates of the registrant was approximately $2.8 billion, based on the closing price of such common stock as of that date on the New York Stock Exchange. Reference is made to Part III of this report for the assumptions on which this calculation is based.

On February 26, 2014, there were outstanding 60,723,422 shares of Common Stock, $.01 par value.

DOCUMENTS INCORPORATED BY REFERENCE

Certain portions of the registrant's definitive proxy statement for its 2014 annual meeting of stockholders (which will be filed with the Commission not later than April 30, 2014) are incorporated by reference into Part III of this report.

CLEAN HARBORS, INC.

ANNUAL REPORT ON FORM 10-K

YEAR ENDED DECEMBER 31, 2013

TABLE OF CONTENTS

		Page No
Part I		
Item 1.	Business	1
Item 1A.	Risk Factors	13
Item 1B.	Unresolved Staff Comments	21
Item 2.	Properties	21
Item 3.	Legal Proceedings	22
Item 4.	Mine Safety Disclosures	22
Part II		
Item 5.	Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	23
Item 6.	Selected Financial Data	25
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	26
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	40
Item 8.	Financial Statements and Supplementary Data	41
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	97
Item 9A.	Controls and Procedures	97
Item 9B.	Other Information	99
Part III		
Item 10.	Directors, Executive Officers and Corporate Governance	99
Item 11.	Executive Compensation	99
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	99
Item 13.	Certain Relationships and Related Transactions, and Director Independence	99
Item 14.	Principal Accountant Fees and Services	99
Part IV		
Item 15.	Exhibits and Financial Statement Schedules	100
SIGNATURES		101

Disclosure Regarding Forward-Looking Statements

In addition to historical information, this annual report contains forward-looking statements, which are generally identifiable by use of the words "believes," "expects," "intends," "anticipates," "plans to," "estimates," "projects," or similar expressions. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in these forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in this report under Item 1A, "Risk Factors," and Item 7, "Management's Discussion and Analysis on Financial Condition and Results of Operations." Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's opinions only as of the date hereof. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements. Readers should also carefully review the risk factors described in other documents which we file from time to time with the Securities and Exchange Commission (the "SEC"), including the quarterly reports on Form 10-Q to be filed by us during 2014.

PART I

ITEM 1. BUSINESS

General

Clean Harbors, Inc. and its subsidiaries (collectively, "we," "Clean Harbors" or the "Company") is a leading provider of environmental, energy and industrial services throughout North America.

Following our acquisition of Safety-Kleen, Inc. and its subsidiaries ("Safety-Kleen") in December 2012, we made changes in early 2013 to the manner in which we manage our business, make operating decisions and assess our performance. The amounts presented for all periods herein have been recast to reflect the impact of such changes. Under the new structure, we report the business in five reportable segments, including:

- **Technical Services** — provides a broad range of hazardous material management services including the packaging, collection, transportation, treatment and disposal of hazardous and non-hazardous waste at Company-owned incineration, landfill, wastewater and other treatment facilities.
- **Oil Re-refining and Recycling** — processes used oil into high quality base and blended lubricating oils which are then sold to third party customers, and provides recycling of oil in excess of Safety-Kleen's current re-refining capacity into recycled fuel oil which is then sold to third parties. Processing into base and blended lubricating oils takes place in our three owned and operated re-refineries and recycling of oil into recycled fuel oil takes place in one of the Company's used oil terminals.
- **SK Environmental Services** — provides a broad range of environmental services such as parts cleaning, containerized waste services, oil collection, and other complementary products and services, including vacuum services, allied products and other environmental services.
- **Industrial and Field Services** — provides industrial and specialty services such as high-pressure and chemical cleaning, catalyst handling, decoking, material processing, and industrial lodging services to refineries, chemical plants, oil sands facilities, pulp and paper mills, and other industrial facilities. Also provides a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis including tank cleaning, decontamination, remediation, and spill cleanup.
- **Oil and Gas Field Services** — provides fluid handling, fluid hauling, production servicing, surface rentals, seismic services, and directional boring services to the energy sector serving oil and gas exploration and production, and power generation.

Clean Harbors, Inc. was incorporated in Massachusetts in 1980 and our principal office is located in Norwell, Massachusetts. We maintain a website at the following Internet address: http://www.cleanharbors.com. Through a link on this website to the SEC website, http://www.sec.gov, we provide free access to our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after electronic filing with the SEC. Our guidelines on corporate governance, the charters for our Board Committees, and our code of ethics for members of the Board of Directors, senior officers and our chief executive officer are also available on our website, and we will post on our website any waivers of, or amendments to, such code of ethics. Our website and the information contained therein or connected thereto are not incorporated by reference into this annual report.

Health and Safety

Health and Safety is our #1 priority—companywide. Employees at all levels of our Company share this philosophy and are committed to ensuring our safety goals are met. Our commitment to health and safety benefits everyone—our employees, our customers, the community, and the environment. In 2013 we initiated the *Safety Starts With Me: Live It 3-6-5* program which, along with the previous programs and employee commitment that was already in place, has continued to lower our Total Recordable Incident Rate, or "TRIR;" Days Away, Restricted Activity and Transfer Rate, or "DART;" and Experience Modification Rate, or "EMR." For the year ended December 31, 2013, our Company wide TRIR, DART and EMR were 1.78, 1.11 and 0.60, respectively. For the year ended December 31, 2012, our Company wide TRIR, DART and EMR were 1.83, 1.32 and 0.51, respectively.

In order to protect our employees, continue to lower our incident rates, and satisfy our customers' demands to retain the best service providers with the lowest TRIR, DART and EMR rates, we are fully committed to continuously improving our health and safety performance. Following the acquisition of Safety-Kleen in December 2012, as part of our continuous improvement effort, we fully integrated the Health and Safety programs of Safety-Kleen and legacy Clean Harbors. All employees recognize the importance of protecting themselves, their fellow employees, their customers, and all those around them from harm. This commitment is supported by the philosophies and Golden Rules of Safety that is the cornerstone of the *Safety Starts with Me: Live It 3-6-5* program. *Live It 3-6-5* is our dedication to the safety of our workers through each and every employee's commitment to our three Safety philosophies, our six Golden Rules of Safety and each employee's five personal reasons why they choose to be safe both at work, on the road and at home.

Compliance

We regard compliance with applicable environmental regulations as a critical component of our overall operations. We strive to maintain the highest professional standards in our compliance activities. Our internal operating requirements are in many instances more stringent than those imposed by regulation. Our compliance program has been developed for each of our waste management facilities and service centers under the direction of our compliance staff. The compliance staff is responsible for facilities permitting and regulatory compliance, compliance training, transportation compliance, and related record keeping. To ensure the effectiveness of our regulatory compliance program, our compliance staff monitors daily operational activities. We also have an Environmental Health and Safety Compliance Internal Audit Program designed to identify any weaknesses or opportunities for improvement in our ongoing compliance programs. We also perform periodic audits and inspections of the disposal facilities owned by other companies which we utilize.

Our facilities are frequently inspected and audited by regulatory agencies, as well as by customers. Although our facilities have been cited on occasion for regulatory violations, we believe that each of our facilities is currently in substantial compliance with applicable requirements.

Strategy

Our strategy is to develop and maintain ongoing relationships with a diversified group of customers which have recurring needs for environmental, energy or industrial services. We strive to be recognized as the premier supplier of a broad range of value-added services based upon quality, responsiveness, customer service, information technologies, breadth of service offerings and cost effectiveness.

The principal elements of our business strategy are to:

- **Expand Service Offerings and Geographic Coverage**—We believe our Technical and Industrial and Field Services segments have a competitive advantage, particularly in areas where service locations are located at or near a treatment, storage and disposal facility, or "TSDF." By opening additional service locations in close proximity to our TSDFs, we believe that we can, with minimal capital expenditures, increase our market share within the Industrial and Field Services segment. We believe this will drive additional waste to our existing facilities, thereby increasing utilization and enhancing overall profitability. Furthermore, we believe we can expand our Oil and Gas Field Services segment across a broader geographic area, thereby providing additional services to new markets.
- **Cross-Sell Across Segments**—We believe the breadth of our service offerings allows us to provide additional services to existing customers. In particular, we believe we can provide industrial and field services to customers that traditionally have only used our technical services and technical services to customers that use our industrial services or oil and gas field services. In addition, with the acquisition of Safety-Kleen in late 2012, we began the process of selling our technical and industrial services to Safety-Kleen's customer base, while also cross selling Safety-Kleen's services, such as parts washers and recycling services, to legacy Clean Harbors customers. We believe leveraging our ability to cross-sell across our segments will drive additional revenue for the Company.

- **Capture Large-Scale Projects**—We provide turnkey offsite transportation and landfill or incineration disposal services for soil and other contaminated media generated from remediation activities. We also assist remediation contractors and project managers with support services including groundwater disposal, investigation derived waste disposal, rolloff container management, and many other related services. We believe this will drive incremental waste volume to our existing facilities, thereby increasing utilization and enhancing overall profitability.
- **Expand Throughput Capacity of Existing Waste Facilities**—We operate an extensive network of hazardous waste management facilities and have made substantial investments in these facilities, which provide us with significant operating leverage as volumes increase. In addition, there are opportunities to expand waste handling capacity at these facilities by modifying the terms of the existing permits and by adding equipment and new technology. Through selected permit modifications, we can expand the range of treatment services offered to our customers without the large capital investment necessary to acquire or build new waste management facilities.
- **Pursue Selective Acquisitions**—We actively pursue accretive acquisitions in certain services or market sectors where we believe such acquisitions can enhance and expand our business. We believe that we can expand existing services, especially in our non-disposal services, through strategic acquisitions in order to generate incremental revenues from existing and new customers and to obtain greater market share.
- **Focus on Cost, Pricing and Productivity Initiatives**—We continually seek to increase efficiency and to reduce costs in our business through enhanced technology, process efficiencies and stringent expense management.

Acquisitions

An element of our business strategy involves expansion through the acquisition of businesses that complement our existing company and creates multiple opportunities for profitable growth.

On September 13, 2013, we acquired 100% of the outstanding common shares of Evergreen Oil, Inc. (“Evergreen”) for approximately $55.9 million in cash. Evergreen, headquartered in Irvine, California, specializes in the recovery and re-refining of used oil and is currently the second-largest collector of used oil in California. Evergreen owns and operates one of the only oil re-refining operations in the western United States and also offers other ancillary environmental services, including parts cleaning and containerized waste services, vacuum services and hazardous waste management services.

On December 28, 2012, we acquired 100% of the outstanding common shares of Safety-Kleen for approximately $1.26 billion in cash. Safety-Kleen, headquartered in Richardson, Texas, is the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and environmental services to commercial, industrial and automotive customers in North America.

Additional information relating to our acquisition activities during fiscal years 2013, 2012 and 2011 is set forth in Note 3, "Business Combinations," to our consolidated financial statements included in Item 8 of this report.

Protecting the Environment and Corporate Sustainability

Our core business is to provide industry, government and the public a wide range of environmental, energy and industrial services that protect and restore North America's natural environment.

As North America's premier provider of environmental as well as energy and industrial services, our first goal is to help our customers prevent the release of hazardous wastes into the environment. We are also the leading service provider in situations involving the recovery and decontamination of pollutants that have been released to the environment. This includes the safe destruction or disposal of those hazardous materials in a manner that ensures these materials are no longer a danger to the environment. When providing these services, we are committed to the recycling, reuse and reclamation of these wastes whenever possible using a variety of methods more fully explained below in the sections describing our general operations. Our Safety-Kleen branded services exemplify our commitment to sustainability and providing environmental solutions to the marketplace. Where possible, liquids such as solvents, chemicals and used oil are recycled to our high quality standards and made into useful products. Tolling programs provide a closed-loop cycle in which the customer’s spent solvents are recycled to their precise specifications and returned directly to them.

As the largest re-refiner and recycler of used oil in the world, our Safety-Kleen unit returns more than 146 million gallons of used oil to the marketplace each year as high quality lubricants and associated by-products. In 2013 alone, our re-refining process eliminated over one million metric tons of greenhouse gas ("GHG"), which is the equivalent of growing more than 29 million trees for 10 years in an urban environment, or taking over 200,000 passenger cars off the road for one year.

We have also become the leading North American provider of services to protect the ozone layer from the destructive effects of chlorofluorocarbons, or "CFCs," which are ozone layer depleting substances and global warming compounds that

have global warming potentials up to 10,000 times more powerful than carbon dioxide. Global-warming potential is a relative measure of how much heat a green house gas traps in the atmosphere.

Clean Harbors has the most U.S. Environmental Protection Agency, or "EPA," approved CFC disposal capacity regulated under the Montreal Protocol, and we destroyed approximately 478,000 pounds of CFCs in 2013 at our El Dorado, Arkansas facility. The destruction of this volume of CFCs led to the creation of approximately 1.5 million metric tons of avoided carbon dioxide emissions, which is the equivalent of taking over approximately 312,000 passenger cars off the road for one year. These emissions reductions are eligible as carbon offsets credits in California's Cap and Trade Regime.

One of our most highly visible public programs for various governmental and community entities involves the removal of thousands of tons of hazardous wastes, from households throughout the United States and Canada, that might otherwise be improperly disposed of or become dangerous to the communities where they are stored.

As we provide these wide-ranging services throughout North America, we are committed to ensuring that our own operations are environmentally responsible. A sustainability executive now oversees all sustainability efforts which are guided by a formal policy, strategy and plan. We continue to build on our past efforts, such as implementing numerous energy efficiency improvements and various transportation initiatives. Our 1.5 Mw solar array at a closed and capped landfill in New Jersey continues to provide virtually all of the power for the ongoing operation of the onsite ground water decontamination pump and treatment system.

As part of our commitment to measuring and reducing our social and environmental impacts, Clean Harbors also launched multiple sustainability initiatives in 2013, including a resource consumption and GHG baseline measurement. The inventory from the project will complement our current energy conservation efforts across the company and will serve as the benchmark for our efforts moving forward.

To better manage risk and drive integrity throughout our supply chain, we have also initiated supply chain monitoring program. This program, along with additional processes and procedures in our purchasing function, will enable more responsible sourcing through our vendors and allow us to identify suppliers which share our values.

Competitive Strengths

- **Leading Provider of Environmental, Energy and Industrial Services**—We are one of the largest providers of environmental, energy and industrial services and the largest operator of non-nuclear hazardous waste treatment facilities in North America. We provide multi-faceted and low cost services to a broad mix of customers. We attract and better serve our customers because of our capabilities and the size, scale and geographic location of our assets, which allow us to serve multiple locations. Based on latest industry data, we service approximately 68% of North America's commercial hazardous incineration volume and 24% of North America's hazardous landfill volume.

- **Large and Diversified Customer Base**—Our customers range from Fortune 500 companies to midsize and small public and private entities that span multiple industries and business types, including governmental entities. This diversification limits our credit exposure to any one customer and potential cyclicality to any one industry. The top ten industries we serviced as a percentage of our 2013 revenues totaled approximately 80% and included general manufacturing (17%), refineries and oil sands (15%), automotive (10%), chemical (10%), oil and gas production (9%), energy and consulting (6%), terminals and pipelines (4%), utilities (3%), oil and gas exploration (3%) and brokers (3%).

- **Stable and Recurring Revenue Base**—We have long-standing relationships with our customers. Our diversified customer base also provides stable and recurring revenues as a majority of our revenues are derived from previously served customers with recurring needs for our services. In addition, the costs to many of our customers of switching providers are high. This is due to many customers' desire to audit disposal facilities prior to their qualification as approved sites and to limit the number of facilities to which their wastes are shipped in order to reduce their potential liability under United States and Canadian environmental regulations. We have been selected as an approved vendor by large generators of waste because we possess comprehensive collection, recycling, treatment, transportation, disposal, and waste tracking capabilities and have the expertise necessary to comply with applicable environmental laws and regulations. Those customers that have selected us as an approved vendor typically continue to use our services on a recurring basis.

- **Comprehensive Service Capabilities**—Our comprehensive service offerings allow us to act as a full-service provider to our customers. Our full-service orientation creates incremental revenue growth as customers seek to minimize the number of outside vendors and demand "one-stop" service providers.

- **Integrated Network of Assets**—We believe we operate, in the aggregate, the largest number of hazardous waste incinerators, landfills, treatment facilities and TSDFs in North America. Our broad service network enables us to

effectively handle a waste stream from origin through disposal and to efficiently direct and internalize our waste streams to reduce costs. As our processing of wastes increases, our size allows us to increase our profit margins as we can internalize a greater volume of waste in our incinerators and landfills.

- **Regulatory Compliance**—We continue to make capital investments in our facilities to ensure that they are in compliance with current federal, state, provincial and local regulations. Companies that rely on in-house disposal may find the current regulatory requirements to be too capital intensive or complicated, and may choose to outsource many of their hazardous waste disposal needs.
- **Effective Cost Management**—Our significant scale allows us to maintain low costs through standardized compliance procedures, significant purchasing power, research and development capabilities and our ability to efficiently utilize logistics and transportation to economically direct waste streams to the most efficient facility. We also have the ability to transport and process with internal resources the substantial majority of all hazardous waste that we manage for our customers.
- **Proven and Experienced Management Team**—Our executive management team provides depth and continuity. Our 14 executive officers collectively have over 291 years of experience in the environmental, energy and industrial services industries. Our Chief Executive Officer founded our Company in 1980, and the average experience of the 13 other members of the executive management team is approximately 20 years.

Operations

General

Seasonality and Cyclical Nature of Business. Our operations may be affected by seasonal fluctuations due to weather and budgetary cycles influencing the timing of customers' spending for remedial activities. Typically during the first quarter of each year there is less demand for environmental services due to the cold weather, particularly in the Northern and Midwestern United States and Canada. Accordingly, reduced volumes of waste are received at our facilities and higher operating costs are associated with operating in sub-freezing weather and high levels of snowfall. In addition, factory closings for the year-end holidays reduce the volume of industrial waste generated, which results in lower volumes of waste handled by us during the first quarter of the following year.

Conversely, typically during the first quarter of each year there is more demand for our Industrial and Field Services and Oil and Gas Field Services segments due to the cold weather, particularly in Alberta, Canada, and less demand during the warmer months. The main reason for this is that the areas we service in Alberta are easier to access when the cold conditions make the terrain more suitable for companies to deploy their equipment. During the warmer months, thawing and muddy conditions may impede deployment of equipment.

Geographical Information. For the year ended December 31, 2013, we generated $2,376.2 million or 67.7% of revenues in the United States and Puerto Rico, $1,125.0 million or 32.1% of revenues in Canada, and less than 1% of revenues in other international locations. For the year ended December 31, 2012, we generated $1,254.2 million or 57.3% of revenues in the United States and Puerto Rico, $933.0 million or 42.6% of revenues in Canada, and less than 1% of revenues in other international locations. For additional information about the geographical areas from which our revenues are derived and in which our assets are located, see Note 17, "Segment Reporting," to our consolidated financial statements included in Item 8 of this report.

Technical Services

These services involve the collection, transportation, treatment and disposal of hazardous and non-hazardous wastes, and include resource recovery, physical treatment, fuels blending, incineration, landfill disposal, wastewater treatment, lab chemical disposal, explosives management, and CleanPack® services. Our CleanPack services include the collection, identification and categorization, specialized packaging, transportation and disposal of laboratory chemicals and household hazardous wastes. Our technical services are provided through a network of service centers from which a fleet of trucks are dispatched to pick up customers' wastes either on a predetermined schedule or on-demand, and to deliver the wastes to permitted facilities, which are usually Company-owned. Our service centers can also dispatch chemists to a customer location for the collection of chemical and laboratory waste for disposal.

Collection, Transportation and Logistics Management. As an integral part of our services, we collect industrial wastes from customers and transport such wastes to and between our facilities for treatment or bulking for shipment to final disposal locations. Customers typically accumulate wastes in containers, such as 55 gallon drums, bulk storage tanks or 20 cubic yard roll-off containers. In providing this service, we utilize a variety of specially designed and constructed tank trucks and semi-trailers as well as third-party transporters, including railroads.

Treatment and Disposal. We recycle, treat and dispose of hazardous and non-hazardous industrial wastes. The wastes handled include substances which are classified as "hazardous" because of their corrosive, ignitable, infectious, reactive or toxic properties, and other substances subject to federal, state and provincial environmental regulation. We provide final treatment and disposal services designed to manage wastes which cannot be otherwise economically recycled or reused. The wastes we handle come in solid, sludge, liquid and gas form.

We operate a network of TSDFs that collect, temporarily store and/or consolidate compatible waste streams for more efficient transportation to final recycling, treatment or disposal destinations. These facilities hold special permits, such as Part B permits under the Resource Conservation and Recovery Act, or "RCRA," in the United States, which allows them to process waste through various technologies including recycling, incineration, and landfill and wastewater treatment.

Resource Recovery and Fuels Blending. We operate recycling systems for the reclamation and reuse of certain wastes, particularly solvent-based wastes generated by industrial cleaning operations, metal finishing and other manufacturing processes. Resource recovery involves the treatment of wastes using various methods, which effectively remove contaminants from the original material to restore its fitness for its intended purpose and to reduce the volume of waste requiring disposal.

We also operate a recycling facility that recycles refinery waste and spent catalyst. The recycled oil and recycled catalyst are sold to third parties.

Incineration. Incineration is the preferred method for the treatment of organic hazardous waste, because it effectively destroys the contaminants at high temperatures. High temperature incineration effectively eliminates organic wastes such as herbicides, halogenated solvents, pesticides, and pharmaceutical and refinery wastes, regardless of whether they are gases, liquids, sludge or solids. Federal and state incineration regulations require a destruction and removal efficiency of 99.99% for most organic wastes and 99.9999% for polychlorinated biphenyls, or "PCB," and dioxins.

As of December 31, 2013, we had eight active incinerators operating in five incineration facilities that offer a wide range of technological capabilities to customers through this network. In the United States, we operate a fluidized bed thermal oxidation unit for maximum destruction efficiency of hazardous waste with an estimated annual capacity of approximately 58,800 tons and three solids and liquids capable incineration facilities with a combined estimated annual capacity of approximately 327,400 tons. We also operate one hazardous waste liquid injection incinerator in Canada with total annual capacity of approximately 94,000 tons. We are in the process of permitting a new incinerator at our El Dorado, Arkansas facility, which we intend to construct over 2014-2015 with completion projected in late 2015. This new incinerator is expected to add approximately 65,000 tons of additional capacity.

Our incineration facilities in Kimball, Nebraska, Deer Park, Texas, El Dorado, Arkansas and Aragonite, Utah are designed to process liquid organic wastes, sludge, solids, soil and debris. Our Deer Park facility has two kilns and a rotary reactor. Our El Dorado incineration facility specializes in the treatment of bulk and containerized hazardous liquids, solids and sludge through two rotary kilns. Our incineration facilities in Kimball and Deer Park have on-site landfills for the disposal of ash produced as a result of the incineration process.

Our incineration facilities in Lambton, Ontario are liquid injection incinerators, designed primarily for the destruction of liquid organic wastes. Typical waste streams include wastewater with low levels of organics and other higher concentration organic liquid wastes not amenable to conventional physical or chemical waste treatment.

Landfills. Landfills are used primarily for the disposal of inorganic wastes. In the United States and Canada, we operate nine commercial landfills. Seven of our commercial landfills are designed and permitted for the disposal of hazardous wastes and two of our landfills are operated for non-hazardous industrial waste disposal and, to a lesser extent, municipal solid waste. In addition to our commercial landfills, we also own and operate two non-commercial landfills that only accept waste from our on-site incinerators.

Of our seven commercial landfills used for disposal of hazardous waste, five are located in the United States and two are located in Canada. As of December 31, 2013, the useful economic lives of these landfills include approximately 23.9 million cubic yards of remaining capacity. This estimate of the useful economic lives of these landfills includes permitted airspace and unpermitted airspace that our management believes to be probable of being permitted based on our analysis of various factors. In addition to the capacity included in the useful economic lives of these landfills, there are approximately 35.0 million cubic yards of additional unpermitted airspace capacity included in the footprints of these landfills that may ultimately be permitted, although there can be no assurance that this unpermitted additional capacity will be permitted. In addition to the hazardous waste landfills, we operate two non-hazardous industrial landfills with 4.8 million cubic yards of remaining permitted capacity. These two facilities are located in the United States and have been issued operating permits under the authority of Subtitle D of RCRA. Our non-hazardous landfill facilities are permitted to accept commercial industrial waste, including wastes from foundries, demolition and construction, machine shops, automobile manufacturing, printing, metal fabrications and recycling.

Wastewater Treatment. We operate seven wastewater treatment facilities that offer a range of wastewater treatment technologies. These wastewater treatment operations involve processing hazardous and non-hazardous wastes through the use of physical and chemical treatment methods. Our wastewater treatment facilities treat a broad range of industrial liquid and semi-liquid wastes containing heavy metals, organics and suspended solids.

Oil Re-refining and Recycling

The used oil collected by our SK Environmental Services branch network is processed or re-refined to convert into a variety of products, mostly base lubricating oils, and much smaller quantities of asphalt-like material, glycols and fuels. As the largest re-refiner of used oil in the world, we process the used oil we collect through our three re-refineries located in East Chicago, Indiana, Newark, California and Breslau, Ontario. Our primary goal is to produce and sell high-quality blended oils, which are created by combining our re-refined base oils with performance additives in accordance with our proprietary formulations and American Petroleum Institute licenses. Our "green" proprietary brand, EcoPower, is sold to on and off-road corporate fleets, government entities, automotive service shops and industrial plants, which are serviced through our extensive U.S. and Canada-wide distributor network. We also sell unbranded blended oils to distributors that resell it under their private label brand. The base oil we do not blend and sell ourselves is sold to independent blenders/packagers that use it to blend their own branded or private label oils. With more than 200 million gallons of used oil processed annually, we were able to return in 2013 over 146 million gallons of new re-refined oil and lubricants back into the marketplace.

SK Environmental Services

Our Safety-Kleen service brand offers an array of environmental services and complementary products to a diverse range of customers including automobile repair shops, car and truck dealers, metal fabricators, machine manufacturers, fleet maintenance shops and other automotive, industrial and retail customers.

As the largest provider of parts cleaning services in North America, our Safety-Kleen operation offers a complete line of specially designed parts washers to customer locations and then delivers recurring service that includes machine cleaning and maintenance and the disposal and replacement of clean solvent or aqueous fluids. We performed over 900,000 parts washer services in 2013. We also sell allied products including degreasers, glass and floor cleaners, hand cleaners, absorbents, antifreeze, windshield washer fluid, mats and spill kits. For 2013, we enhanced our focus on key vertical markets and also introduced six new parts washer products that deliver new and innovative technologies to better meet the needs of today's customer. These include our new REVO3000 state of the art automatic Paint Gun Cleaner as well as a full line of onsite solvent recycler options.

Utilizing our collection network, we provide the pickup and transportation of hazardous and non-hazardous containerized waste for recycling or disposal, primarily through the Clean Harbors network of recycling and waste treatment and disposal facilities. Some of the collected waste consists of used oil which serves as feedstock for our oil re-refineries, although a portion of the used oil brought to the re-refineries is either not suitable for re-refining or cannot be re-refined because we do not have sufficient re-refining capacity at a specific point in time. That oil is processed into recycled fuel oil, or "RFO." The RFO is then sold to various customers, such as asphalt plants, industrial plants, pulp and paper companies, and vacuum gas oil and marine diesel oil producers.

Our vacuum services provide the removal of solids, residual oily water and sludge and other fluids from customers' oil/water separators, sumps and collection tanks. We also remove and collect waste fluids found at large and small industrial locations, including metal fabricators, auto maintenance providers, and general manufacturers.

We provide total project management services in areas such as chemical packing, on-site waste management, remediation, compliance training and emergency spill response, while leveraging the Clean Harbors network of Technical and Field Services centers and capabilities.

Industrial and Field Services

Industrial services include a wide range of industrial maintenance services and specialty industrial services provided at refineries, mines, upgraders, chemical plants, pulp and paper mills, manufacturing, and power generation facilities. We provide these services throughout North America, including a presence in the oil sands region in Alberta, Canada.

Our crews handle as-needed in-plant services to support ongoing in-plant cleaning and maintenance services, including liquid/dry vacuum, hydro-blasting, steam cleaning and chemical hauling. We provide a variety of specialized industrial services including plant outage and turnaround services, decoking and pigging, catalyst handling, chemical cleaning, high and ultra-high pressure water cleaning, and large tank and surface impoundment cleaning. Our lodging services primarily consist of providing premier industrial lodges and drill camp accommodations for companies operating in the Alberta oil sands and other regions.

Field services provide customers with highly skilled experts who utilize specialty equipment and resources to perform services at any chosen location. Our field service crews and equipment are dispatched on a planned or emergency basis, and perform services such as confined space entry for tank cleaning, site decontamination, large remediation projects, demolition, spill cleanup, railcar cleaning, product recovery and transfer, scarifying and media blasting and vacuum services. Additional services include used oil and oil products recycling. Other services include filtration and water treatment services.

We are a leader in providing response services for environmental emergencies of any scale from man-made disasters, such as oil spills, and natural disasters such as hurricanes.

Oil and Gas Field Services

These services support exploration, drilling and production programs for oil and gas companies.

Seismic and Right-of-Way: On the exploration side, we provide integrated seismic and right-of-way services for efficient resource discovery and site preparation. These services include: (i) seismic surveying that minimizes costs, environmental impact, and time in field; (ii) mulching/line clearing that expedites additional geophysical activities and minimizes environmental impact; (iii) shot-hole drilling that provides safe and efficient operations in every terrain, including hostile and inaccessible regions; and (iv) borehole directional services that improve the efficient installation of pipeline, fiberoptic, cable, gas, water and sewer lines

Surface Rentals: These services support oil and gas companies' drilling and well completion programs. Key to our services is our ability to provide solids control to support the drilling process. Our technologies help manage liquids, solids and semi-solid material during the drilling operation, and include centrifuges, tanks, and drilling fluid recovery. We also can provide container rentals for the safe collection of drill cuttings and other wastes, as well as manage disposal for drilling fluids and solids. We also supply surface rental equipment to support drill sites by providing wellsite trailers, wastewater treatment systems and holding tanks, light towers, and generators and handling tools.

Oilfield Transport and Production: These services support oil and gas companies drilling and production programs. On the drilling side, we provide vehicles and service for fluids hauling and disposal for turnkey operations. We also provide services and equipment for rig site cleanups, turnarounds and tank cleaning. On the production side, our downhole well cleaning and maintenance services help increase well productivity. Our other services include hydro-excavation, pressure/hydro testing equipment that tests facilities, lines and wellheads before operations startups, and rental production equipment for sour crude oil and gas well production.

Competition

The hazardous waste management industry in which we compete is highly competitive. The sources of competition vary by locality and by type of service rendered, with competition coming from national and regional waste services companies and hundreds of privately-owned firms. Philip Services Corp., or "PSC," Veolia Environmental Services, or "Veolia," and Waste Management, Inc., or "WM," are the principal national firms with which we compete. Each of these competitors is able to provide one or more of the environmental services offered by us.

Under federal and state environmental laws in the United States, generators of hazardous wastes remain liable for improper disposal of such wastes. Although generators may hire various companies that have the proper permits and licenses, because of the generators' potential liability, they are very interested in the reputation and financial strength of the companies they use for the management of their hazardous wastes. We believe that our technical proficiency and reputation are important considerations to our customers in selecting and continuing to utilize our services.

We believe that the depth of our recycling, treatment and disposal capabilities and our ability to collect and transport waste products efficiently, quality of service, safety, and pricing are the most significant factors in the market for treatment and disposal services.

For our Technical Services segment, competitors include several major national and regional environmental services firms, as well as numerous smaller local firms. We believe the availability of skilled technical professional personnel, quality of performance, diversity of services and price are the key competitive factors in this service industry.

For our Oil Re-refining and Recycling and SK Environmental Services segments, competitors vary by locality and by type of service rendered, with competition coming from Heritage Crystal Clean, FCC Environmental, and Veolia, along with several regional and local firms.

For our Industrial and Field Services segment, competitors vary by locality and by type of service rendered, with competition coming from national and regional service providers and hundreds of privately-owned firms that offer energy or

industrial services. CEDA International Corporation and Newalta in Canada, and PSC and Veolia in the United States, are the principal national firms with which we compete. Each of these competitors is able to provide one or more of the industrial and field services offered by us. We believe the availability of specialized equipment, skilled technical professional personnel, quality of performance, diversity of services and price are the key competitive factors in this industry.

For our Oil and Gas Field Services segment, competitors vary by locality and type of service provided, with competition coming from national, regional and local service providers. Some of these competitors are able to provide one or more of the oil and gas services offered by us. Others only provide a limited range of equipment or services tailored for local markets. Competition is based on a number of factors, including safety, quality, performance, reliability, service, price, response time, and, in some cases, breadth of service offering.

The principal methods of competition for all of our services are price, quality, reliability of service rendered and technical proficiency. We believe that we offer a more comprehensive range of environmental, energy and industrial services than our competitors in major portions of our service territory.

Employees

As of December 31, 2013, we employed approximately 13,000 active full-time employees, of which 600 in the United States and 900 in Canada were represented by labor unions. We believe that our relationship with our employees is satisfactory. As part of our commitment to employee safety and quality customer service, we have an extensive compliance program and a trained environmental, health and safety staff. We adhere to a risk management program designed to reduce potential liabilities to us and to our customers.

Intellectual Property

We have invested significantly in the development of proprietary technology and also to establish and maintain an extensive knowledge of leading technologies and incorporate these technologies into the services we offer and provide to our customers. As of December 31, 2013, we held a total of 54 U.S. and 87 foreign patents (which will expire between 2014 and 2031), and 65 U.S. and 150 foreign trademarks. We also license software and other intellectual property from various third parties. We enter into confidentiality agreements with certain of our employees, consultants and corporate partners, and control access to software documentation and other proprietary information. We believe that we hold adequate rights to all intellectual property used in our business and that we do not infringe upon any intellectual property rights held by other parties.

Management of Risks

We adhere to a program of risk management policies and practices designed to reduce potential liability, as well as to manage customers' ongoing environmental exposures. This program includes installation of risk management systems at our facilities, such as fire suppression, employee training, environmental, auditing and policy decisions restricting the types of wastes handled. We evaluate all revenue opportunities and decline those that we believe involve unacceptable risks.

We dispose of wastes at our incineration, wastewater treatment and landfill facilities, or at facilities owned and operated by other firms that we have audited and approved. Typically, we apply established technologies to the treatment, storage and recovery of hazardous wastes. We believe our operations are conducted in a safe and prudent manner and in substantial compliance with applicable laws and regulations.

Insurance and Financial Assurance

Our insurance programs cover the potential risks associated with our multifaceted operations from two primary exposures: direct physical damage and third party liability. We maintain a casualty insurance program providing coverage for vehicles, employer's liability and commercial general liability in the aggregate amount of $80.0 million, $77.0 million and $77.0 million, respectively, per year, subject to retentions of $2.0 million per occurrence for auto and commercial general liability and $1.0 million for employers' liability in the United States and Canada. We also have workers' compensation insurance whose limits are established by state statutes. Our auto liability policy does provide the first $5.0 million of transportation pollution insurance.

We have pollution liability insurance policies covering potential risks in three areas: as a contractor performing services at customer sites, as a transporter of waste and as a processor of waste at our facilities. The contractor's pollution liability insurance has limits of $20.0 million per occurrence and $25.0 million in the aggregate, covering offsite remedial activities and associated liabilities.

For in-transit pollution liability, the pollution liability policy provides coverage for up to $60.0 million per occurrence and $85.0 million aggregate excess above the primary $5.0 million auto liability policy. The combined policies provide us with coverage for up to $65.0 million per occurrence and $90.0 million aggregate for sudden and accidental occurrences during

transportation of waste from the time waste is picked up from a customer until its delivery to the final disposal site. A $2.0 million deductible per occurrence applies to this coverage in the United States and Canada.

Federal and state regulations require liability insurance coverage for all facilities that treat, store or dispose of hazardous waste. RCRA, the Toxic Substances Control Act, and comparable state hazardous waste regulations typically require hazardous waste handling facilities to maintain pollution liability insurance in the amount of $1.0 million per occurrence and $2.0 million in the aggregate for sudden occurrences, and $3.0 million per occurrence and $6.0 million in the aggregate for non-sudden occurrences. Our liability insurance coverage meet or exceed all federal and state regulations.

Our international operations are insured under locally placed insurance policies for insurance that are compulsory to place in a specific country. In addition, we have a global foreign liability policy that will provide excess and difference in condition coverage in all international countries.

Under our insurance programs, coverage is obtained for catastrophic exposures as well as those risks required to be insured by law or contract. It is our policy to retain a significant portion of certain expected losses related primarily to employee benefit, workers' compensation, commercial general and vehicle liability. Provisions for losses expected under these programs are recorded based upon our estimates of the actuarial calculation of the aggregate liability for claims. We believe that policy cancellation terms are similar to those of companies in other industries.

Operators of hazardous waste handling facilities are also required by federal, state and provincial regulations to provide financial assurance for closure and post-closure care of those facilities should the facilities cease operation. Closure would include the cost of removing the waste stored at a facility which ceased operating and sending the material to another facility for disposal and the cost of performing certain procedures for decontamination of the facility. As of December 31, 2013, our total estimated closure and post-closure costs requiring financial assurance by regulators were $404.4 million for our U.S. facilities and $26.9 million for our Canadian facilities. We have obtained all of the required financial assurance for our facilities through a combination of surety bonds, funded trust, letters of credit and insurance from a qualified insurance company. The closure and post-closure obligations of our U.S. facilities will renew in 2014. Our Canadian facilities utilize surety bonds, which renew at various dates throughout 2014, as well as letters of credit. In connection with obtaining such insurance and surety bonds, we have provided our insurance companies $81.5 million of letters of credit which we obtained from our lenders under our revolving credit agreement.

Environmental Regulation

While our business has benefited substantially from increased governmental regulation of hazardous waste transportation, storage and disposal, the environmental services industry itself is the subject of extensive and evolving regulation by federal, state, provincial and local authorities. We are required to obtain federal, state, provincial and local permits or approvals for each of our hazardous waste facilities. Such permits are difficult to obtain and, in many instances, extensive studies, tests, and public hearings are required before the approvals can be issued. We have acquired all operating permits and approvals now required for the current operation of our business, and have applied for, or are in the process of applying for, all permits and approvals needed in connection with continued operation and planned expansion or modifications of our operations.

We make a continuing effort to anticipate regulatory, political and legal developments that might affect operations, but are not always able to do so. We cannot predict the extent to which any environmental legislation or regulation that may be enacted or enforced in the future may affect our operations.

United States Hazardous Waste Regulation

Federal Regulations. The most significant federal environmental laws affecting us are the Resource Conservation and Recovery Act, or "RCRA," the Comprehensive Environmental Response, Compensation and Liability Act, or "CERCLA," also known as the "Superfund Act," the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act, or "TSCA."

RCRA. RCRA is the principal federal statute governing hazardous waste generation, treatment, transportation, storage and disposal. Pursuant to RCRA, the EPA has established a comprehensive "cradle-to-grave" system for the management of a wide range of materials identified as hazardous or solid waste. States that have adopted hazardous waste management programs with standards at least as stringent as those promulgated by the EPA have been delegated authority by the EPA to administer their facility permitting programs in lieu of the EPA's program.

Every facility that treats, stores or disposes of hazardous waste must obtain a RCRA permit from the EPA or an authorized state agency unless a specific exemption exists, and must comply with certain operating requirements (the Part B permitting process). RCRA also requires that Part B permits contain provisions for required on-site study and cleanup activities, known as "corrective action," including detailed compliance schedules and provisions for assurance of financial responsibility. See Note 8, "Closure and Post-Closure Liabilities," and Note 9, "Remedial Liabilities," to our consolidated financial statements

included in Item 8 of this report for a discussion of our environmental liabilities. See "Insurance and Financial Assurance" above for a discussion of our financial assurance requirements.

The Superfund Act. The Superfund Act is the primary federal statute regulating the cleanup of inactive hazardous substance sites and imposing liability for cleanup on the responsible parties. It also provides for immediate response and removal actions coordinated by the EPA to releases of hazardous substances into the environment, and authorizes the government to respond to the release or threatened release of hazardous substances or to order responsible persons to perform any necessary cleanup. The statute provides for strict and, in certain cases, joint and several liability for these responses and other related costs, and for liability for the cost of damages to natural resources, to the parties involved in the generation, transportation and disposal of hazardous substances. Under the statute, we may be deemed liable as a generator or transporter of a hazardous substance which is released into the environment, or as the owner or operator of a facility from which there is a release of a hazardous substance into the environment. See Note 16, "Commitments and Contingencies," to our consolidated financial statements included in Item 8 of this report for a description of the principal such proceedings in which we are involved.

The Clean Air Act. The Clean Air Act was passed by Congress to control the emissions of pollutants into the air and requires permits to be obtained for certain sources of toxic air pollutants such as vinyl chloride, or criteria pollutants, such as carbon monoxide. In 1990, Congress amended the Clean Air Act to require further reductions of air pollutants with specific targets for non-attainment areas in order to meet certain ambient air quality standards. These amendments also require the EPA to promulgate regulations, which (i) control emissions of 189 hazardous air pollutants; (ii) create uniform operating permits for major industrial facilities similar to RCRA operating permits; (iii) mandate the phase-out of ozone depleting chemicals; and (iv) provide for enhanced enforcement.

The Clean Water Act. This legislation prohibits discharges into the waters of the United States without governmental authorization and regulates the discharge of pollutants into surface waters and sewers from a variety of sources, including disposal sites and treatment facilities. The EPA has promulgated "pretreatment" regulations under the Clean Water Act, which establish pretreatment standards for introduction of pollutants into publicly owned treatment works. In the course of the treatment process, our wastewater treatment facilities generate wastewater, which we discharge to publicly owned treatment works pursuant to permits issued by the appropriate governmental authority. We are required to obtain discharge permits and conduct sampling and monitoring programs. We believe each of our operating facilities complies in all material respects with the applicable requirements.

TSCA. We also operate a network of collection, treatment and field services (remediation) activities throughout North America that are regulated under provisions of TSCA. TSCA established a national program for the management of substances classified as polychlorinated biphenyls, or "PCBs," which include waste PCBs as well as RCRA wastes contaminated with PCBs. The rules set minimum design and operating requirements for storage, treatment and disposal of PCB wastes. Since their initial publication, the rules have been modified to enhance the management standards for TSCA-regulated operations including the decommissioning of PCB transformers and articles, detoxification of transformer oils, incineration of PCB liquids and solids, landfill disposal of PCB solids, and remediation of PCB contamination at customer sites.

Other Federal Laws. In addition to regulations specifically directed at the transportation, storage, and disposal facilities, there are a number of regulations that may "pass-through" to the facilities based on the acceptance of regulated waste from affected client facilities. Each facility that accepts affected waste must comply with the regulations for that waste, facility or industry. Examples of this type of regulation are National Emission Standards for Benzene Waste Operations and National Emissions Standards for Pharmaceuticals Production. Each of our facilities addresses these regulations on a case-by-case basis determined by its ability to comply with the pass-through regulations.

In our transportation operations, we are regulated by the U.S. Department of Transportation, the Federal Railroad Administration, the Federal Aviation Administration and the U.S. Coast Guard, as well as by the regulatory agencies of each state in which we operate or through which our vehicles pass.

Health and safety standards under the Occupational Safety and Health Act, or "OSHA," are applicable to all of our operations.

State and Local Regulations. Pursuant to the EPA's authorization of their RCRA equivalent programs, a number of U.S. states have regulatory programs governing the operations and permitting of hazardous waste facilities. Accordingly, the hazardous waste treatment, storage and disposal activities of a number of our facilities are regulated by the relevant state agencies in addition to federal EPA regulation.

Some states classify as hazardous some wastes that are not regulated under RCRA. For example, Massachusetts considers used oil as "hazardous waste" while RCRA does not. Accordingly, we must comply with state requirements for handling state regulated wastes, and, when necessary, obtain state licenses for treating, storing, and disposing of such wastes at our facilities.

We believe that each of our facilities is in substantial compliance with the applicable requirements of federal and state laws, the regulations thereunder, and the licenses which we have obtained pursuant thereto. Once issued, such licenses have maximum fixed terms of a given number of years, which differ from state to state, ranging from three to ten years. The issuing state agency may review or modify a license at any time during its term. We anticipate that once a license is issued with respect to a facility, the license will be renewed at the end of its term if the facility's operations are in compliance with applicable requirements. However, there can be no assurance that regulations governing future licensing will remain static, or that we will be able to comply with such requirements.

Our wastewater treatment facilities are also subject to state and local regulation, most significantly sewer discharge regulations adopted by the municipalities which receive treated wastewater from the treatment processes. Our continued ability to operate our liquid waste treatment process at each such facility is dependent upon our ability to continue these sewer discharges.

Our facilities are regulated pursuant to state statutes, including those addressing clean water and clean air. Local sewer discharge and flammable storage requirements are applicable to certain of our facilities. Our facilities are also subject to local siting, zoning and land use restrictions. Although our facilities occasionally have been cited for regulatory violations, we believe we are in substantial compliance with all federal, state and local laws regulating our business.

Canadian Hazardous Waste Regulation

In Canada, the provinces retain control over environmental issues within their boundaries and thus have the primary responsibility for regulating management of hazardous wastes. The federal government regulates issues of national scope or where activities cross provincial boundaries.

Provincial Regulations. Most of Canada's industrial development and the major part of its population are located in four provinces: Ontario, Quebec, Alberta and British Columbia. These provinces have the most detailed environmental regulations. We operate major waste management facilities in each of these provinces, as well as waste transfer facilities in Nova Scotia and Manitoba.

The main provincial acts dealing with hazardous waste management are:

- Ontario—Environmental Protection Act;
- Quebec—Environmental Quality Act;
- Alberta—Environmental Protection and Enhancement Act; and
- British Columbia—Waste Management Act.

These pieces of legislation were developed by the provinces independently and, among other things, generally control the generation, characterization, transport, treatment and disposal of hazardous wastes. Regulations developed by the provinces under the relevant legislation are also developed independently, but are often quite similar in effect and sometimes in application. For example, there is some uniformity in manifest design and utilization.

Provincial legislation also provides for the establishment of waste management facilities. In this case, the facilities are also controlled by provincial statutes and regulations governing emissions to air, groundwater and surface water and prescribing design criteria and operational guidelines.

Effective June 30, 2011, the Province of Quebec enacted the Clean Air Regulation to establish particulate and gas emissions standards, opacity standards, air quality standards and measures to prevent, eliminate or reduce the emissions of contaminants into the atmosphere. As of December 31, 2013, all of our active Province of Quebec operations were below the minimum required particulate and gas emissions, opacity, and air quality standards set by the Clean Air Regulation act.

Waste transporters require a permit to operate under provincial waste management regulations and are subject to the requirements of the Federal Transportation of Dangerous Goods legislation. They are required to report the quantities and disposition of materials shipped.

Canadian Federal Regulations. The Canadian federal government has authority for those matters which are national in scope and in impact and for Canada's relations with other nations. The main federal laws governing hazardous waste management are:

- Canadian Environmental Protection Act (1999) ("CEPA 99"), and
- Transportation of Dangerous Goods Act.

Environment Canada is the federal agency with responsibility for environmental matters and the main legislative instrument is the Canadian Environmental Protection Act. This act charges Environment Canada and Health Canada with protection of human health and the environment and seeks to control the production, importation and use of substances in Canada and to control their impact on the environment.

The Export and Import of Hazardous Wastes Regulations under CEPA 99 control the export and import of hazardous wastes and hazardous recyclable materials. By reference, these regulations incorporate the Transportation of Dangerous Goods Act and Regulations, which address identification, packaging, marking and documentation of hazardous materials during transport. CEPA 99 requires that anyone proposing to export or import hazardous wastes or hazardous recyclable materials or to transport them through Canada notify the Minister of the Environment and obtain a permit to do so. Section 9 of CEPA 99 allows the federal government to enter into administrative agreements with the provinces and territories for the development and improvement of environmental standards. These agreements represent cooperation towards a common goal rather than a delegation of authority under CEPA 99. To facilitate the development of provincial and territorial agreements, the federal, provincial and territorial governments participate in the Canadian Council of Ministers of the Environment ("CCME"). The CCME comprises the 14 environment ministers from the federal, provincial and territorial governments, who normally meet twice a year to discuss national environmental priorities and to determine work to be carried out under the auspices of the CCME.

Canadian Local and Municipal Regulations. Local and municipal regulations seldom reference direct control of hazardous waste management activities. Municipal regulations and by-laws, however, control such issues as land use designation, access to municipal services and use of emergency services, all of which can have a significant impact on facility operation.

Compliance with Environmental Regulations

We incur costs and make capital investments in order to comply with the previously discussed environmental regulations. These regulations require that we remediate contaminated sites, operate our facilities in accordance with enacted regulations, obtain required financial assurance for closure and post-closure care of our facilities should such facilities cease operations, and make capital investments in order to keep our facilities in compliance with environmental regulations.

As further discussed in Note 8, "Closure and Post-Closure Liabilities," and Note 9, "Remedial Liabilities," to our consolidated financial statements included in Item 8 of this report, we have accrued environmental liabilities as of December 31, 2013, of $219.6 million. For the years ended December 31, 2013 and 2012, we spent $19.4 million and $11.2 million, respectively, to address environmental liabilities.

As discussed more fully above under the heading "Insurance and Financial Assurance," we are required to provide financial assurance with respect to certain statutorily required closure, post-closure and corrective action obligations at our facilities. We have placed the required financial assurance primarily through a qualified insurance company.

As described in Note 16, "Commitments and Contingencies," to our consolidated financial statements included in Item 8 of this report, we are involved in legal proceedings arising under environmental laws and regulations. Alleged failure to comply with laws and regulations may lead to the imposition of fines or the denial, revocation or delay of the renewal of permits and licenses by governmental entities. In addition, such governmental entities, as well as surrounding landowners, may claim that we are liable for environmental damages. Citizens groups have become increasingly active in challenging the grant or renewal of permits and licenses for hazardous waste facilities, and responding to such challenges has further increased the costs associated with establishing new facilities or expanding current facilities. A significant judgment against us, the loss of a significant permit or license, or the imposition of a significant fine could have a material effect on our business and future prospects.

ITEM 1A. RISK FACTORS

An investment in our securities involves certain risks, including those described below. You should consider carefully these risk factors together with all of the information included in this report before investing in our securities.

Risks Affecting All of Our Businesses

Our businesses are subject to operational and safety risks.

Provision of environmental, energy and industrial services to our customers by all five of our business segments involves risks such as equipment defects, malfunctions and failures, and natural disasters, which could potentially result in releases of hazardous materials, injury or death of our employees, or a need to shut down or reduce operation of our facilities while remedial actions are undertaken. Our employees often work under potentially hazardous conditions. These risks expose us to

potential liability for pollution and other environmental damages, personal injury, loss of life, business interruption, and property damage or destruction. We must also maintain a solid safety record in order to remain a preferred supplier to our major customers.

While we seek to minimize our exposure to such risks through comprehensive training programs, vehicle and equipment maintenance programs, and insurance, such programs and insurance may not be adequate to cover all of our potential liabilities and such insurance may not in the future be available at commercially reasonable rates. If we were to incur substantial liabilities in excess of policy limits or at a time when we were not able to obtain adequate liability insurance on commercially reasonable terms, our business, results of operations and financial condition could be adversely affected to a material extent. Furthermore, should our safety record deteriorate, we could be subject to a potential reduction of revenues from our major customers.

Our businesses are subject to numerous statutory and regulatory requirements, which may increase in the future.

Our businesses are subject to numerous statutory and regulatory requirements, and our ability to continue to hold licenses and permits required for our businesses is subject to maintaining satisfactory compliance with such requirements. These requirements may increase in the future as a result of statutory and regulatory changes. Although we are very committed to compliance and safety, we may not, either now or in the future, be in full compliance at all times with such statutory and regulatory requirements. Consequently, we could be required to incur significant costs to maintain or improve our compliance with such requirements.

Future conditions might require us to make substantial write-downs in our assets, which would adversely affect our balance sheet and results of operations.

We review our long-lived tangible and intangible assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. We also test our goodwill and indefinite-lived intangible assets for impairment at least annually on December 31, or when events or changes in the business environment indicate that the carrying value of a reporting unit may exceed its fair value. During and as of the end of each of 2013, 2012 and 2011, we determined that no asset write-downs were required; however, if conditions in any of the businesses in which we compete were to deteriorate, we could determine that certain of our assets were impaired and we would then be required to write-off all or a portion of our costs for such assets. Any such significant write-offs would adversely affect our balance sheet and results of operations.

Fluctuations in foreign currency exchange could affect our financial results.

We earn revenues, pay expenses, own assets and incur liabilities in countries using currencies other than the U.S. dollar. In fiscal 2013, we recorded 33% of our revenues outside of the United States, primarily in Canada. Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, income and expenses as well as assets and liabilities into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, increases or decreases in the value of the U.S. dollar against other currencies in countries where we operate will affect our results of operations and the value of balance sheet items denominated in foreign currencies. These risks are non-cash exposures, and we manage these risks through normal operating and financing activities. However, we may not be successful in reducing the risks inherent in exposures to foreign currency fluctuations.

If we were unable to successfully integrate the businesses and operations of Safety-Kleen and our other recent and any future acquisitions and realize synergies in the expected time frame, our future results would be adversely affected.

We have in the past significantly increased the size of our Company and the types of services we offer to our customers through acquisitions including, in particular, our acquisition of Safety-Kleen, Inc. and its subsidiaries, or "Safety-Kleen," on December 28, 2012 for approximately $1.26 billion in cash. We anticipate that we will likely make additional acquisitions in the future. Much of the potential benefit of such completed and potential future acquisitions will depend on the combined company's ability to realize the anticipated benefits from combining the businesses of Clean Harbors and the acquired businesses through cost reductions in overhead, greater efficiencies, increased utilization of support facilities and the adoption of mutual best practices. To realize these anticipated benefits, however, the businesses of Clean Harbors and the acquired companies must be successfully integrated. We may experience difficulties in such integration, and the integration process may be costly and time-consuming. Such integration will require the focused attention of both Clean Harbors' and their management teams, including a significant commitment of their time and resources.

If the combined company is not able to achieve these objectives, the anticipated benefits of the acquisitions may not be realized fully or at all or may take longer to realize than expected. The integration processes could also result in the loss of key employees, as well as the disruption of each company's ongoing businesses, failure to implement the business plan for the

combined company, unanticipated issues in integrating operating, logistics, information, communications and other systems, unanticipated changes in applicable laws and regulations, operating risks inherent in our business or inconsistencies in standards, controls, procedures and policies or other unanticipated issues, expenses and liabilities, any or all of which could adversely affect our ability to maintain relationships with our and the acquired companies' customers and employees or to achieve the anticipated benefits of the acquisitions.

Our acquisitions may expose us to unknown liabilities.

Because we have acquired, and expect to acquire, all the outstanding common shares of most of our acquired companies, our investment in those companies are or will be subject to all of their liabilities other than their respective debts which we paid or will pay at the time of the acquisitions. If there are unknown liabilities or other obligations, our business could be materially affected. We may also experience issues relating to internal controls over financial reporting, issues that could affect our ability to comply with the Sarbanes-Oxley Act or issues that could affect our ability to comply with other applicable laws.

Additional Risks Of Our Technical Services Business

The hazardous waste management business conducted by our Technical Services segment is subject to significant environmental liabilities.

We have accrued environmental liabilities valued as of December 31, 2013, at $219.6 million, substantially all of which we assumed in connection with certain acquisitions. We calculate our environmental liabilities on a present value basis in accordance with generally accepted accounting principles, which take into consideration both the amount of such liabilities and the timing when it is projected that we will be required to pay such liabilities. We anticipate our environmental liabilities will be payable over many years and that cash flows generated from our operations will generally be sufficient to fund the payment of such liabilities when required. However, events not now anticipated (such as future changes in environmental laws and regulations or their enforcement) could require that such payments be made earlier or in greater amounts than now estimated, which could adversely affect our financial condition and results of operations.

We may also assume additional environmental liabilities as part of further acquisitions. Although we will endeavor to accurately estimate and limit environmental liabilities presented by the businesses or facilities to be acquired, some liabilities, including ones that may exist only because of the past operations of an acquired business or facility, may prove to be more difficult or costly to address than we then estimate. It is also possible that government officials responsible for enforcing environmental laws may believe an environmental liability is more significant than we then estimate, or that we will fail to identify or fully appreciate an existing liability before we become legally responsible to address it.

If we become unable to obtain at reasonable cost the insurance, surety bonds, letters of credit and other forms of financial assurance required for our facilities and operations, our business and results of operations would be adversely affected.

We are required to provide substantial amounts of financial assurance to governmental agencies for closure and post-closure care of our licensed hazardous waste treatment facilities should those facilities cease operation, and we are also occasionally required to post surety, bid and performance bonds in connection with certain projects. As of December 31, 2013, our total estimated closure and post-closure costs requiring financial assurance by regulators were $404.4 million for our U.S. facilities and $26.9 million for our Canadian facilities. We have obtained all of the required financial assurance for our facilities from qualified insurance and surety companies. The closure and post-closure obligations of our U.S. facilities are insured by insurance policies written by qualified insurance companies, which will renew in 2014. In addition, we also utilize surety bonds and a funded trust. These bonds will renew at various dates throughout 2014. In connection with obtaining such insurance and surety bonds, we have provided our insurance companies $81.5 million of letters of credit which we obtained under our revolving credit agreement.

Our ability to continue operating our facilities and conducting our other operations would be adversely affected if we become unable to obtain sufficient insurance, surety bonds, letters of credit and other forms of financial assurance at reasonable cost to meet our regulatory and other business requirements. The availability of insurance, surety bonds, letters of credit and other forms of financial assurance is affected by our insurers', sureties' and lenders' assessment of our risk and by other factors outside of our control such as general conditions in the insurance and credit markets.

The hazardous waste management industry in which we participate is subject to significant economic and business risks.

The future operating results of our Technical Services segment may be affected by such factors as our ability to utilize our facilities and workforce profitably in the face of intense price competition, maintain or increase market share in an industry

which has in the past experienced significant downsizing and consolidation, realize benefits from cost reduction programs, generate incremental volumes of waste to be handled through our facilities from existing and acquired sales offices and service centers, obtain sufficient volumes of waste at prices which produce revenue sufficient to offset the operating costs of the facilities, minimize downtime and disruptions of operations, and develop our field services business. In particular, economic downturns or recessionary conditions in North America, and increased outsourcing by North American manufacturers to plants located in countries with lower wage costs and less stringent environmental regulations, have adversely affected and may in the future adversely affect the demand for our services. Our Technical Services segment is also cyclical to the extent that it is dependent upon a stream of waste from cyclical industries such as the chemical and petrochemical, primary metals, paper, furniture and aerospace industries. If those cyclical industries slow significantly, the business that we receive from those industries is likely to slow.

The extensive environmental regulations to which we are subject may increase our costs and potential liabilities and limit our ability to expand our facilities.

Our operations and those of others in the environmental services industry are subject to extensive federal, state, provincial and local environmental requirements in both the United States and Canada, including those relating to emissions to air, discharged wastewater, storage, treatment, transport and disposal of regulated materials and cleanup of soil and groundwater contamination. For example, any failure to comply with governmental regulations governing the transport of hazardous materials could negatively impact our ability to collect, process and ultimately dispose of hazardous wastes generated by our customers. While increasing environmental regulation often presents new business opportunities for us, it often also results in increased operating and compliance costs. Efforts to conduct our operations in compliance with all applicable laws and regulations, including environmental rules and regulations, require programs to promote compliance, such as training employees and customers, purchasing health and safety equipment, and in some cases hiring outside consultants and lawyers. Even with these programs, we and other companies in the environmental services industry are routinely faced with governmental enforcement proceedings, which can result in fines or other sanctions and require expenditures for remedial work on waste management facilities and contaminated sites. Certain of these laws impose strict and, under certain circumstances, joint and several liability on current and former owners and operators of facilities that release regulated materials or that generate those materials and arrange for their disposal or treatment at contaminated sites. Such liabilities can relate to required cleanup of releases of regulated materials and related natural resource damages.

From time to time, we have paid fines or penalties in governmental environmental enforcement proceedings, usually involving our waste treatment, storage and disposal facilities. Although none of these fines or penalties that we have paid in the past has had a material adverse effect upon us, we might in the future be required to make substantial expenditures as a result of governmental proceedings which would have a negative impact on our earnings. Furthermore, regulators have the power to suspend or revoke permits or licenses needed for operation of our plants, equipment, and vehicles based on, among other factors, our compliance record, and customers may decide not to use a particular disposal facility or do business with us because of concerns about our compliance record. Suspension or revocation of permits or licenses would impact our operations and could have a material impact on our financial results. Although we have never had any of our facilities' operating permits revoked, suspended or non-renewed involuntarily, it is possible that such an event could occur in the future.

Some environmental laws and regulations impose liability and responsibility on present and former owners, operators or users of facilities and sites for contamination at such facilities and sites without regard to causation or knowledge of contamination. In the past, practices have resulted in releases of regulated materials at and from certain of our facilities, or the disposal of regulated materials at third party sites, which may require investigation and remediation, and potentially result in claims of personal injury, property damage and damages to natural resources. In addition, we occasionally evaluate various alternatives with respect to our facilities, including possible dispositions or closures. Investigations undertaken in connection with these activities may lead to discoveries of contamination that must be remediated, and closures of facilities might trigger compliance requirements that are not applicable to operating facilities. We are currently conducting remedial activities at certain of our facilities and paying a portion of the remediation costs at certain sites owned by third parties. While, based on available information, we do not believe these remedial activities will result in a material effect upon our operations or financial condition, these activities or the discovery of previously unknown conditions could result in material costs.

In addition to the costs of complying with environmental laws and regulations, we incur costs defending against environmental litigation brought by governmental agencies and private parties. We are now, and may in the future be, a defendant in lawsuits brought by parties alleging environmental damage, personal injury, and/or property damage, which may result in our payment of significant amounts of liabilities.

Environmental and land use laws also impact our ability to expand our facilities. In addition, we are required to obtain governmental permits to operate our facilities, including all of our landfills. Even if we comply with all applicable environmental laws, we might not be able to obtain requisite permits from applicable governmental authorities to extend or modify such permits to fit our business needs.

If our assumptions relating to expansion of our landfills should prove inaccurate, our results of operations and cash flow could be adversely affected.

When we include expansion airspace in our calculation of available airspace, we adjust our landfill liabilities to the present value of projected costs for cell closure and landfill closure and post-closure. It is possible that our estimates or assumptions could ultimately turn out to be significantly different from actual results. In some cases we may be unsuccessful in obtaining an expansion permit or we may determine that an expansion permit that we previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or our belief that we will receive an expansion permit changes adversely in a significant manner, the landfill assets, including the assets incurred in the pursuit of the expansion, may be subject to impairment testing and lower prospective profitability may result due to increased interest accretion and depreciation or asset impairments related to the removal of previously included expansion airspace. In addition, if our assumptions concerning expansion airspace should prove inaccurate, certain of our cash expenditures for closure of landfills could be accelerated and adversely affect our results of operations and cash flow.

Additional Risks Of Our Oil Re-refining and Recycling Business

Fluctuations in oil prices may have a negative effect on Safety-Kleen's Oil Re-refining and Recycling business.

A significant portion of Safety-Kleen's business involves collecting used oil from certain of its customers, re-refining a portion of such used oil into base and blended lubricating oils, and then selling both such re-refined oil and the excess recycled oil which Safety-Kleen does not currently have the capacity to re-refine, or "RFO," to other customers. The prices at which Safety-Kleen sells its re-refined oil and RFO are affected by changes in the reported spot market prices of oil. If applicable rates increase or decrease, Safety-Kleen typically will charge a higher or lower corresponding price for its re-refined oil and RFO. The price at which Safety-Kleen sells its re-refined oil and RFO is affected by changes in certain indices measuring changes in the price of heavy fuel oil, with increases and decreases in the indices typically translating into a higher or lower price for Safety-Kleen's RFO. The cost to collect used oil, including the amounts Safety-Kleen must pay to obtain used oil and the fuel costs of its oil collection fleet, typically also increases or decreases when the relevant indices increase or decrease. However, even though the prices Safety-Kleen can charge for its re-refined oil and RFO and the costs to collect and re-refine used oil and process RFO typically increase and decrease together, there is no assurance that when Safety-Kleen's costs to collect and re-refine used oil and process RFO increase it will be able to increase the prices it charges for its re-refined oil and RFO to cover such increased costs or that the costs to collect and re-refine used oil and process RFO will decline when the prices it can charge for re-refined oil and RFO decline. These risks are exacerbated when there are rapid fluctuations in these oil indices.

The price at which Safety-Kleen purchases used oil from its large customers through its oil collection services is generally fixed for a period of time by contract, in some cases for up to 90 days. Because the price Safety-Kleen pays for a majority of its used oil is fixed for a period of time and it can take up to eight weeks to transport, re-refine and blend collected used oil into Safety-Kleen's finished blended lubricating oil products, Safety-Kleen typically experiences margin contraction during periods when the applicable index rates decline. If the index rates decline rapidly, Safety-Kleen may be locked into paying higher than market prices for used oil during these contracted periods while the prices it can charge for its finished oil products decline. If the prices Safety-Kleen charges for its finished oil products and the costs to collect and re-refine used oil and process RFO do not move together or in similar magnitudes, Safety-Kleen's profitability may be materially and negatively impacted.

Additional Risks Of Our SK Environmental Services Business

Environmental laws and regulations have adversely affected and may adversely affect Safety-Kleen's parts cleaning and other solvent related services.

In connection with its parts cleaning and other solvent related services, Safety-Kleen has been subject to fines and certain orders requiring it to take environmental remedial action. In 2009, Safety-Kleen recorded as an expense a $15.0 million settlement with the South Coast Air Quality Management District, or "SCAQMD," in southern California and other regulatory agencies for alleged civil violations of SCAQMD Rule 1171, which prohibits the use of solvent, except for certain exempt uses, in the district. Safety-Kleen paid this settlement and is currently in compliance with SCAQMD Rule 1171. However, in the future, Safety-Kleen may be subject to monetary fines, civil or criminal penalties, remediation, cleanup or stop orders, injunctions, orders to cease or suspend certain practices or denial of permits required for the operation of its facilities. The outcome of any proceeding and associated costs and expenses could have a material adverse impact on Safety-Kleen's financial condition and results of operations.

Recent and potential changes in environmental laws and regulations may also adversely affect in the future Safety-Kleen's parts cleaning and other solvent related services. In particular, there has been a regulatory-driven shift away from

solvents having higher volatile organic compounds, or "VOC," as evidenced by the recent move of the Ozone Transport Commission representing several states to reduce the VOC limits for various products, including solvent used for parts cleaning or with paint-gun cleaning equipment. Interpretation or enforcement of existing laws and regulations, or the adoption of new laws and regulations, may require Safety-Kleen to modify or curtail its operations or replace or upgrade its facilities or equipment at substantial cost, which we may not be able to pass on to our customers, and we may choose to indemnify our customers from any fines or penalties they may incur as a result of these new laws and regulations. On the other hand, in some cases if new laws and regulations are less stringent, Safety-Kleen's customers or competitors may be able to manage waste more effectively themselves, which could decrease the need for Safety-Kleen's services or increase competition, which could adversely affect Safety-Kleen's results of operations.

Safety-Kleen is subject to existing and potential product liability lawsuits.

Safety-Kleen has been named from time to time as a defendant in various product liability lawsuits in various courts and jurisdictions throughout the United States. As of December 31, 2013, Safety-Kleen was involved in approximately 66 proceedings (including cases which have been settled but not formally dismissed) wherein persons claim personal injury resulting from the use of its parts cleaning equipment or cleaning products. These proceedings typically involve allegations that the solvent used in Safety-Kleen's parts cleaning equipment contains contaminants or that Safety-Kleen's recycling process does not effectively remove the contaminants that become entrained in the solvent during their use. In addition, certain claimants assert that Safety-Kleen failed to warn adequately the product user of potential risks, including a historic failure to warn that solvent contains trace amounts of toxic or hazardous substances such as benzene. Although Safety-Kleen maintains insurance that we believe will provide coverage for these claims (over amounts accrued for self-insured retentions and deductibles in certain limited cases), this insurance may not provide coverage for potential awards of punitive damages against Safety-Kleen. Although Safety-Kleen has vigorously defended, and we intend to continue to vigorously defend, Safety-Kleen and the safety of its products against all of these claims, these matters are subject to many uncertainties and outcomes are not predictable with assurance. Safety-Kleen may also be named in similar, additional lawsuits in the future, including claims for which insurance coverage may not be available. If one or more of these claims were decided unfavorably against Safety-Kleen and the plaintiffs were awarded punitive damages, or if insurance coverage were not available for any such claim, our financial condition and results of operations could be materially and adversely affected. Additionally, if one or more of these claims were decided unfavorably against Safety-Kleen, such outcome may encourage more lawsuits against us.

Safety-Kleen is dependent on third parties for the manufacturing of the majority of its equipment.

Safety-Kleen does not manufacture the majority of the equipment, including parts washers, that Safety-Kleen places at customer sites. Accordingly, Safety-Kleen relies on a limited number of third party suppliers for manufacturing this equipment. The supply of third party equipment could be interrupted or halted by a termination of Safety-Kleen's relationships, a failure of quality control or other operational problems at such suppliers or a significant decline in their financial condition. If Safety-Kleen were not able to retain these providers or obtain its requests from them, Safety-Kleen may not be able to obtain alternate providers in a timely manner or on economically attractive terms, and as a result, Safety-Kleen may not be able to compete successfully for new business, complete existing engagements profitably or retain its existing customers. Additionally, if Safety-Kleen's third party suppliers provide it with defective equipment, it may be subject to reputational damage or product liability claims which may negatively impact its reputation, financial condition and results of operations. Further, Safety-Kleen generally does not have long-term contracts with its third party suppliers, and as a result these suppliers may increase the price of the equipment they provide to Safety-Kleen, which may hurt Safety-Kleen's results of operations.

Additional Risks Of Our Industrial and Field Services Business

A significant portion of our Industrial and Field Services business depends upon the demand for cleanup of major spills and other remedial projects and regulatory developments over which we have no control.

Our operations can be affected by the commencement and completion of cleanup of major spills and other events, customers' decisions to undertake remedial projects, seasonal fluctuations due to weather and budgetary cycles influencing the timing of customers' spending for remedial activities, the timing of regulatory decisions relating to hazardous waste management projects, changes in regulations governing the management of hazardous waste, secular changes in the waste processing industry towards waste minimization and the propensity for delays in the demand for remedial services, and changes in the myriad of governmental regulations governing our diverse operations. We do not control such factors and, as a result, our revenue and income can vary from quarter to quarter, and past financial performance for certain quarters may not be a reliable indicator of future performance for comparable quarters in subsequent years.

Additional Risks Of Our Oil and Gas Field Services Business

A large portion of our Oil and Gas Field Services business is dependent on the oil and gas industry in Western Canada, and declines in oil and gas exploration and production in that region could adversely affect our business.

Our oil and gas field services business generates well over 50% of its total revenues from customers in the oil and gas industry operating in Western Canada, although a majority of the services we provide to such customers relate to oil and gas production and refining which is less volatile than oil and gas exploration. Accordingly, declines in the general level of oil and gas exploration and production in Western Canada could potentially have significant adverse effects on our total revenues and profitability. Such declines occurred in 2008-2009 and could potentially occur in the future if reductions in the commodity prices of oil and gas result in reduced oil and gas exploration, production and refining. Such future declines could also be triggered by technological and regulatory changes, such as those affecting the availability and cost of alternative energy sources, and other changes in industry and worldwide economic and political conditions.

Many of our major customers in the oil and gas industry conduct a significant portion of their operations in the Alberta oil sands. The Alberta oil sands contain large oil deposits, but extraction may involve significantly greater cost and environmental concerns than conventional drilling. While we believe our major involvement in the oil sands region will provide significant future growth opportunities, such involvement also increases the risk that our business will be adversely affected if future economic activity in the Alberta oil sands were to decline. Major factors that could cause such a decline might include a prolonged reduction in the commodity price of oil, future changes in environmental restrictions and regulations, and technological and regulatory changes relating to production of oil from the oil sands. Due to the downturn in worldwide economic conditions and in the commodity price of oil and gas which occurred in 2008-2009, certain of our customers delayed a number of large projects in the planning and early development phases within the oil sands region. In addition, customers are revisiting their operating budgets and challenging their suppliers to reduce costs and achieve better efficiencies in their work programs.

Our Oil and Gas Field Services business is subject to workforce availability.

Our ability to provide high quality services to our customers is dependent upon our ability to attract and retain well-trained, experienced employees. Prior to 2008, the oil and gas services industry in Western Canada experienced for several years high demand for, and a corresponding shortage of, quality employees resulting, in particular, in employment of a significant number of employees from Eastern Canada on a temporary basis.

Risks Relating to Our Level of Debt, Letters of Credit and Senior Unsecured Notes

Our substantial levels of outstanding debt and letters of credit could adversely affect our financial condition and ability to fulfill our obligations.

As of December 31, 2013, we had outstanding $1.4 billion of senior unsecured notes and $140.3 million of letters of credit. Our substantial levels of outstanding debt and letters of credit may:

- adversely impact our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions or other general corporate purposes or to repurchase the notes from holders upon any change of control;
- require us to dedicate a substantial portion of our cash flow to the payment of interest on our debt and fees on our letters of credit, which reduces the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes;
- subject us to the risk of increased sensitivity to interest rate increases based upon variable interest rates, including borrowings (if any) under our revolving credit facility;
- increase the possibility of an event of default under the financial and operating covenants contained in our debt instruments; and
- limit our ability to adjust to rapidly changing market conditions, reduce our ability to withstand competitive pressures and make us more vulnerable to a downturn in general economic conditions of our business than our competitors with less debt.

Our ability to make scheduled payments of principal or interest with respect to our debt, including our outstanding notes, any revolving loans and our capital leases, and to pay fee obligations with respect to our letters of credit, will depend on our ability to generate cash and on our future financial results. If we were unable to generate sufficient cash flow from operations in the future to service our debt and letter of credit fee obligations, we might be required to refinance all or a portion of our

existing debt and letter of credit facilities or to obtain new or additional such facilities. However, we might not be able to obtain any such new or additional facilities on favorable terms or at all.

Despite our substantial levels of outstanding debt and letters of credit, we could incur substantially more debt and letter of credit obligations in the future.

Although our revolving credit agreement and the indentures governing our outstanding notes contain restrictions on the incurrence of additional indebtedness (including, for this purpose, reimbursement obligations under outstanding letters of credit), these restrictions are subject to a number of qualifications and exceptions and the additional indebtedness which we might incur in the future in compliance with these restrictions could be substantial. In particular, we had available at December 31, 2013, up to an additional approximately $259.7 million for purposes of additional borrowings and letters of credit. The revolving credit agreement and the indentures governing our outstanding notes also allow us to borrow significant amounts of money from other sources. These restrictions would also not prevent us from incurring obligations (such as operating leases) that do not constitute "indebtedness" as defined in the relevant agreements. To the extent we incur in the future additional debt and letter of credit obligations, the related risks would increase.

The covenants in our debt agreements restrict our ability to operate our business and might lead to a default under our debt agreements.

Our revolving credit agreement and the indentures governing our outstanding notes limit, among other things, our ability and the ability of our restricted subsidiaries to:

- incur or guarantee additional indebtedness (including, for this purpose, reimbursement obligations under letters of credit) or issue preferred stock;
- pay dividends or make other distributions to our stockholders;
- purchase or redeem capital stock or subordinated indebtedness;
- make investments;
- create liens;
- incur restrictions on the ability of our restricted subsidiaries to pay dividends or make other payments to us;
- sell assets, including capital stock of our subsidiaries;
- consolidate or merge with or into other companies or transfer all or substantially all of our assets; and
- engage in transactions with affiliates.

As a result of these covenants, we may not be able to respond to changes in business and economic conditions and to obtain additional financing, if needed, and we may be prevented from engaging in transactions that might otherwise be beneficial to us. Our revolving credit facility requires, and our future credit facilities may require, us to maintain certain financial ratios and satisfy certain other financial condition tests. Our ability to meet these financial ratios and tests can be affected by events beyond our control, and we may not be able to meet those tests. The breach of any of these covenants could result in a default under our revolving credit facility or future credit facilities. Upon the occurrence of an event of default, the lenders could elect to declare all amounts outstanding under such credit facilities, including accrued interest or other obligations, to be immediately due and payable. If amounts outstanding under such credit facilities were to be accelerated, our assets might not be sufficient to repay in full that indebtedness and our other indebtedness.

Our revolving credit agreement and the indentures governing our outstanding notes also contain cross-default and cross-acceleration provisions. Under these provisions, a default or acceleration under one instrument governing our debt may constitute a default under our other debt instruments that contain cross-default and cross-acceleration provisions, which could result in the related debt and the debt issued under such other instruments becoming immediately due and payable. In such event, we would need to raise funds from alternative sources, which funds might not be available to us on favorable terms, on a timely basis or at all. Alternatively, such a default could require us to sell assets and otherwise curtail operations to pay our creditors. The proceeds of such a sale of assets, or curtailment of operations, might not enable us to pay all of our liabilities.

Other Risks Relating to Our Common Stock

The Massachusetts Business Corporation Act and our By-Laws contain certain anti-takeover provisions.

Sections 8.06 and 7.02 of the Massachusetts Business Corporation Act provide that Massachusetts corporations which are publicly-held must have a staggered board of directors and that written demand by holders of at least 40% of the outstanding shares of each relevant voting group of stockholders is required for stockholders to call a special meeting unless such corporations take certain actions to affirmatively "opt-out" of such requirements. In accordance with these provisions, our By-Laws provide for a staggered Board of Directors which consists of three classes of directors of which one class is elected each year for a three-year term, and require that written application by holders of at least 25% (which is less than the 40% which would otherwise be applicable without such a specific provision in our By-Laws) of our outstanding shares of common stock is

required for stockholders to call a special meeting. In addition, our By-Laws prohibit the removal by the stockholders of a director except for cause. These provisions could inhibit a takeover of our Company by restricting stockholders' action to replace the existing directors or approve other actions which a party seeking to acquire us might propose. A takeover transaction would frequently afford stockholders an opportunity to sell their shares at a premium over then market prices.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

Our principal executive offices are in Norwell, Massachusetts where approximately 151,000 square feet is leased under arrangements expiring in 2022. There are also regional administrative offices in Texas, South Carolina and Alberta, Canada. Our properties are sufficient and suitable to our current needs.

We have a network of more than 400 service locations across 48 states, eight Canadian provinces, Puerto Rico, Mexico and Trinidad. Those service locations include service centers, branches, active hazardous waste management properties and used oil processing facilities. The service centers and branches are the principal sales and service centers from which we provide our environmental, energy and industrial services. The active hazardous waste management properties include incineration facilities, commercial and non-commercial landfills, wastewater treatment facilities, treatment, storage and disposal facilities ("TSDFs"), solvent recovery management and recycling facilities, locations specializing in polychlorinated biphenyls ("PCBs") management, oil accumulation centers, oil terminals and oil re-refineries. Some of our properties offer multiple capabilities. In addition, we have satellite and support locations. The following sets forth certain information as of December 31, 2013 regarding our properties. Our principal owned operating properties located in the United States are mortgaged as collateral under our revolving credit facility.

Service Centers, Satellite Locations and Branches

We have approximately 360 service centers, satellite locations and branches throughout the United States and Canada which serve as principal sales and service centers from which we provide parts cleaning services, containerized waste services, oil collection services and other environmental services.

Active Hazardous Waste Management Properties

Incineration Facilities. We own five operating incineration facilities that have a total of eight incinerators with approximately 479.9 million tons of total practical capacity and an average utilization rate for 2013 of 91.4%.

	# of Incinerators	Practical Capacity (Tons)	Utilization Rate Year Ended December 31, 2013
Arkansas	2	95,072	88.9%
Nebraska	1	58,808	83.8%
Utah	1	66,815	88.6%
Texas	3	165,500	93.5%
Ontario, Canada	1	93,696	97.1%
	8	479,891	91.4%

Our incinerators offer a wide range of technological capabilities to customers through this network. Incineration in the United States is provided by one fluidized bed thermal oxidation unit and three solids and liquids-capable incineration facilities. In Canada, we operate one active hazardous waste liquid injection incinerator. We are in the process of permitting a new incinerator at our El Dorado, Arkansas facility, which we intend to construct over 2014-2015 with completion projected in late 2015. We expect this new incinerator to add approximately 65,000 tons of additional capacity.

Commercial and Non-Commercial Landfills. In the United States and Canada, we operate nine commercial landfills with approximately 28.7 million cubic yards of remaining highly probable airspace. Seven of our commercial landfills are designed and permitted for the disposal of hazardous wastes and two landfills are operated for nonhazardous industrial waste disposal and, to a lesser extent, municipal solid waste. In addition to our commercial landfills, we also own and operate two non-commercial landfills that only accept waste from our on-site incinerators. See "Landfill Accounting" within Note 2, "Significant

Accounting Policies," to our consolidated financial statements included in Item 8 of this report for additional information on our commercial and non-commercial landfills.

Wastewater Treatment Facilities. We operate a total of seven facilities, of which five are owned and two are leased, that offer a range of wastewater treatment technologies and customer services. Wastewater treatment consists primarily of three types of services: hazardous wastewater treatment, sludge de-watering or drying, and non-hazardous wastewater treatment.

Treatment, Storage and Disposal Facilities. We operate 22 TSDFs, of which 20 are owned and two are leased, in the United States and Canada. Our TSDFs facilitate the movement of materials among our network of service centers and treatment and disposal facilities. Transportation may be accomplished by truck, rail, barge or a combination of modes, with our own assets or in conjunction with third-party transporters. Specially designed containment systems, vehicles and other equipment permitted for hazardous and industrial waste transport, together with drivers trained in transportation skills and waste handling procedures, provide for the movement of customer waste streams.

Solvent Recovery Management and Recycling Operations. We own two facilities specializing in solvent recovery management.

PCB Management Facilities and Oil Storage or Recycling Capabilities. We operate ten facilities, of which seven are owned and three are leased, specializing in PCB management or providing oil recycling capabilities.

Oil Processing Facilities

Oil Accumulation Centers. We operate a total of nine accumulation centers, of which eight are owned and one is leased, used for accumulating waste oil from our branches.

Oil Terminals. We operate a total of 20 oil terminals, of which 14 are owned and six are leased, which collect or process used oil prior to delivery to re-refineries or distribution as RFO.

Oil Recycling and Re-refining Facilities. We own three oil re-refineries, two in the United States and one in Canada. With more than 200 million gallons of used oil processed annually, we were able to return in 2013 over 146 million gallons of new re-refined oil and lubricants back into the marketplace.

ITEM 3. LEGAL PROCEEDINGS

See Note 16, "Commitments and Contingencies," to our consolidated financial statements included in Item 8 of this report for a description of legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Common Stock

Our common stock trades on the New York Stock Exchange under the symbol CLH. The following table sets forth the high and low sales prices of our common stock for the indicated periods as reported by the New York Stock Exchange.

	2013		2012	
	High	Low	High	Low
First Quarter	$ 60.00	$ 48.22	$ 71.63	$ 60.18
Second Quarter	$ 61.28	$ 50.37	$ 69.25	$ 54.03
Third Quarter	$ 59.80	$ 50.23	$ 61.99	$ 47.61
Fourth Quarter	$ 64.12	$ 51.77	$ 61.72	$ 46.94

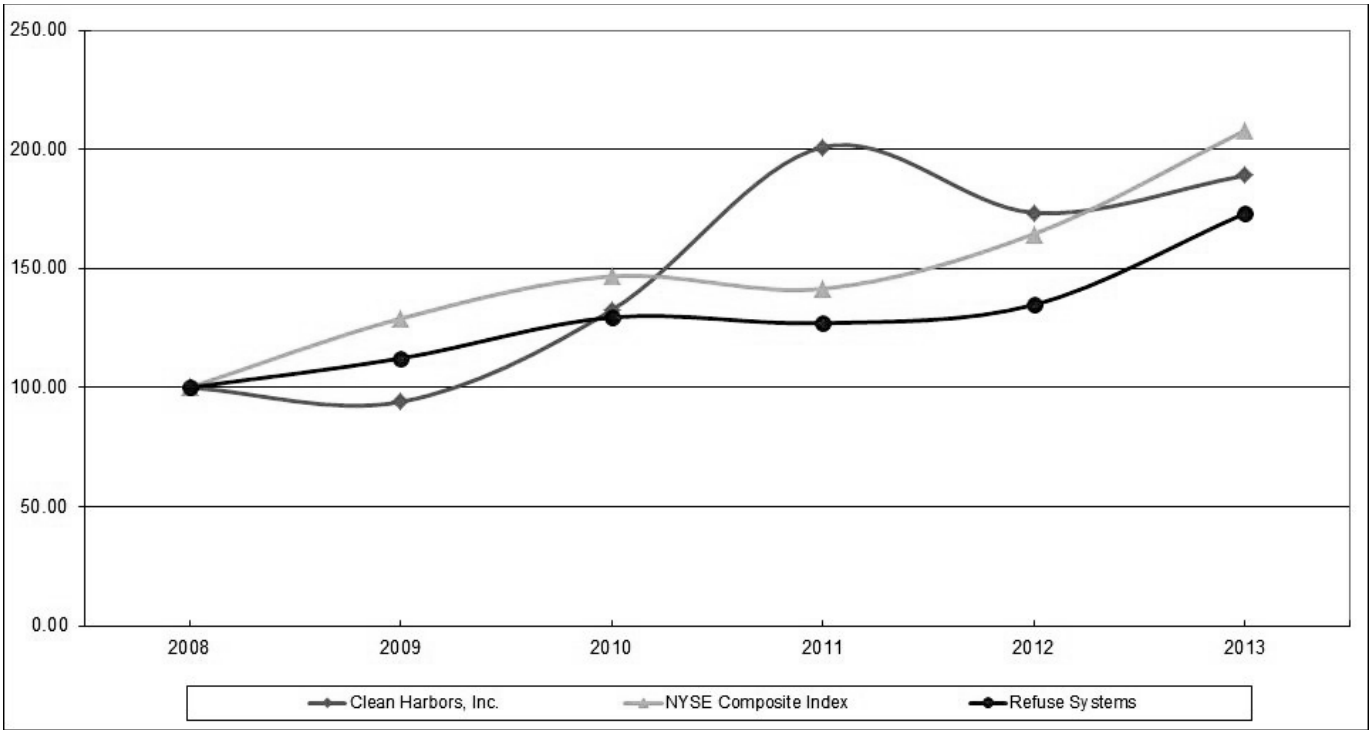
On February 14, 2014, the closing price of our common stock on the New York Stock Exchange was $54.97 and there were 366 stockholders of record of our common stock, excluding stockholders whose shares were held in nominee, or "street," name. We estimate that approximately 26,000 additional stockholders beneficially held shares in street name on that date.

We have never declared nor paid any cash dividends on our common stock, and we do not intend to pay any dividends on our common stock in the foreseeable future. We intend to retain our future earnings, if any, for use in the operation and expansion of our business, payment of our outstanding debt and any cash needs relating to the stock repurchase program. In addition, our current credit agreement and indentures limit the amount we could pay as cash dividends on, or for repurchase of, our common stock. See "Liquidity and Capital Resources" under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional information.

COMPARISON OF 5-YEAR CUMULATIVE TOTAL RETURN
AMONG CLEAN HARBORS, INC.,
NYSE COMPOSITE INDEX, AND CUSTOM PEER GROUP

Performance Graph

The following graph compares the five-year return from investing $100 in each of our common stock, the NYSE Composite Index, and an index of environmental services companies (custom peer group) compiled by CoreData. The environmental services group used by CoreData includes all companies whose listed line-of-business is SIC Code 4953 (refuse systems), and assumes reinvestment of dividends on the ex-dividend date. An index compares relative performance since a particular starting date. In this instance, the starting date was December 31, 2008, when our common stock closed at $31.72 per share.



ASSUMES $100 INVESTED ON JAN. 01, 2009

ASSUMES DIVIDEND REINVESTED

Securities Authorized For Issuance Under Equity Compensation Plans

See Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters," for a description of the securities which are authorized for issuance under our equity compensation plans.

Issuer Purchases of Equity Securities

During the fiscal quarter and year ended December 31, 2013, we did not repurchase any of our outstanding common stock or any other securities registered under the Securities Exchange Act of 1934, as amended.

ITEM 6. SELECTED FINANCIAL DATA

The following summary of consolidated financial information has been derived from the audited consolidated financial statements included in Item 8, "Financial Statements and Supplementary Data," of this report and in the annual reports we previously filed with the SEC. This information should be reviewed in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the financial statements and the notes thereto included in Item 8, "Financial Statements and Supplementary Data," of this report.

	For the Year Ended December 31,				
(in thousands except per share amounts)	2013	2012 (1)	2011	2010	2009
Income Statement Data:					
Total revenues	$ 3,509,656	$ 2,187,908	$ 1,984,136	$ 1,731,244	$ 1,074,220
Income from continuing operations	95,566	129,674	127,252	127,721	35,247
Income from discontinued operations, net of tax	—	—	—	2,794	1,439
Net income	$ 95,566	$ 129,674	$ 127,252	$ 130,515	$ 36,686
Earnings per share: (2)					
Basic	$ 1.58	$ 2.41	$ 2.40	$ 2.48	$ 0.74
Diluted	$ 1.57	$ 2.40	$ 2.39	$ 2.47	$ 0.74
Other Financial Data:					
Adjusted EBITDA (3)	$ 510,105	$ 373,767	$ 350,008	$ 314,692	$ 157,580

	At December 31,				
(in thousands)	2013	2012 (1) (As Adjusted)	2011	2010	2009
Balance Sheet Data:					
Total assets	$ 3,953,678	$ 3,838,086	$ 2,085,803	$ 1,602,475	$ 1,401,068
Long-term obligations (including current portion) (4)	1,402,764	1,407,971	538,888	278,800	301,271
Stockholders' equity (2)	1,475,639	1,432,072	900,987	780,827	613,825

(1) The December 31, 2012 balance sheet has been adjusted for purchase price measurement period adjustments related to the Safety-Kleen acquisition as disclosed in Note 3, "Business Combinations," to our consolidated financial statements included in Item 8 of this report. These reclassifications and adjustments had no effect on consolidated net income, comprehensive income, cash flows or stockholders' equity for any of the periods presented.

(2) We issued: (i) 4.8 million (stock-split adjusted) shares of common stock in July 2009 to the former holders of Eveready common shares as partial consideration for our acquisition of Eveready; and (ii) 6.9 million shares of our common stock in December 2012 upon the closing of a public offering for aggregate net proceeds of $369.3 million.

Basic and diluted earnings per share based on income from continuing operations for 2010 were $2.43 and 2.42 per share, respectively; and for 2009, they were both $0.71 per share.

(3) See "Adjusted EBITDA" under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," of this report for a discussion of Adjusted EBITDA.

(4) Long-term obligations (including current portion) include borrowings under our current and former revolving credit facilities and capital lease obligations.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview and Highlights

We are North America's leading provider of environmental, energy and industrial services. We serve a diverse customer base, including a majority of the Fortune 500, across the chemical, energy, manufacturing and additional markets, as well as numerous government agencies. These customers rely on us to deliver a broad range of services including but not limited to end-to-end hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Through our acquisition in December 2012 of Safety-Kleen, Inc. and its subsidiaries ("Safety-Kleen"), we are also the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and environmental services to commercial, industrial and automotive customers in North America.

Following our acquisition of Safety-Kleen, we made changes in early 2013 to the manner in which we manage our business, make operating decisions and assess our performance. The amounts presented for all periods in this discussion and analysis have been recast to reflect the impact of such changes. Under the new structure, we report the business in five reportable segments, including:

- **Technical Services** — provides a broad range of hazardous material management services including the packaging, collection, transportation, treatment and disposal of hazardous and non-hazardous waste at Company-owned incineration, landfill, wastewater and other treatment facilities.
- **Oil Re-refining and Recycling** — processes used oil into high quality base and blended lubricating oils which are then sold to third party customers, and provides recycling of oil in excess of Safety-Kleen's current re-refining capacity into recycled fuel oil which is then sold to third parties. Processing into base and blended lubricating oils takes place in the Company's three owned and operated re-refineries and recycling of oil into recycled fuel oil takes place in one of the Company's used oil terminals.
- **SK Environmental Services** — provides a broad range of environmental services such as parts cleaning, containerized waste services, oil collection, and other complementary products and services, including vacuum services, allied products and other environmental services.
- **Industrial and Field Services** — provides industrial and specialty services such as high-pressure and chemical cleaning, catalyst handling, decoking, material processing, and industrial lodging services to refineries, chemical plants, oil sands facilities, pulp and paper mills, and other industrial facilities. Also provides a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis including tank cleaning, decontamination, remediation, and spill cleanup.
- **Oil and Gas Field Services** — provides fluid handling, fluid hauling, production servicing, surface rentals, seismic services, and directional boring services to the energy sector serving oil and gas exploration and production, and power generation.

2013 Highlights

Total revenues for 2013 increased 60.4% to $3.51 billion from $2.19 billion in 2012. Increases in total revenue were primarily attributable to the integration of our Safety-Kleen business complemented by increases in Industrial and Field Services and Technical Services segments, which are more fully described in our Segment Performance section below under the heading *"Direct Revenues."* Income from operations in 2013 was $220.6 million compared with $202.2 million in 2012. Increases in income from operations were primarily due to increases in total revenue partially offset by increases in cost of revenues and selling, general and administration expenses, which included $17.5 million of integration costs and $13.6 million of non-cash adjustments related to the acquisition of Safety-Kleen. Adjusted EBITDA increased 36.5% to $510.1 million for 2013 from $373.8 million for 2012. Additional information, including a reconciliation of Adjusted EBITDA to Net Income, appears below under the heading *"Adjusted EBITDA."*

Segment Performance

Performance of our segments is evaluated on several factors of which the primary financial measure is Adjusted EBITDA. The following table sets forth certain operating data associated with our results of operations for the years ended December 31, 2013, 2012 and 2011.

	Summary of Operations (in thousands)						
	Year Ended December 31,			2013 over 2012		2012 over 2011	
	2013	2012	2011	$ Change	% Change	$ Change	% Change
Third Party Revenues[1]:							
Technical Services	$ 1,023,926	$ 957,764	$ 910,896	$ 66,162	6.9%	$ 46,868	5.1%
Oil Re-refining and Recycling	583,567	—	—	583,567	100.0	—	—
SK Environmental Services	610,076	—	—	610,076	100.0	—	—
Industrial and Field Services	908,556	828,119	731,626	80,437	9.7	96,493	13.2
Oil and Gas Field Services	392,472	400,549	340,563	(8,077)	(2.0)	59,986	17.6
Corporate Items[2]	(8,941)	1,476	1,051	(10,417)	(705.8)	425	40.4
Total	$ 3,509,656	$ 2,187,908	$ 1,984,136	$ 1,321,748	60.4%	$ 203,772	10.3%
Direct Revenues[1]:							
Technical Services	$ 1,147,815	$ 991,696	$ 945,741	$ 156,119	15.7%	$ 45,955	4.9%
Oil Re-refining and Recycling	336,981	—	—	336,981	100.0	—	—
SK Environmental Services	770,745	—	—	770,745	100.0	—	—
Industrial and Field Services	866,979	787,253	695,893	79,726	10.1	91,360	13.1
Oil and Gas Field Services	399,500	409,353	343,192	(9,853)	(2.4)	66,161	19.3
Corporate Items[2]	(12,364)	(394)	(690)	(11,970)	(3,038.1)	296	42.9
Total	3,509,656	2,187,908	1,984,136	1,321,748	60.4	203,772	10.3
Cost of Revenues[3]:							
Technical Services	779,472	659,989	623,351	119,483	18.1	36,638	5.9
Oil Re-refining and Recycling	260,065	—	—	260,065	100.0	—	—
SK Environmental Services	550,968	—	—	550,968	100.0	—	—
Industrial and Field Services	632,668	569,265	505,091	63,403	11.1	64,174	12.7
Oil and Gas Field Services	303,770	301,699	242,468	2,071	0.7	59,231	24.4
Corporate Items[2]	15,690	9,668	9,081	6,022	62.3	587	6.5
Total	2,542,633	1,540,621	1,379,991	1,002,012	65.0	160,630	11.6
Selling, General and Administrative Expenses:							
Technical Services	82,823	81,878	81,896	945	1.2	(18)	—
Oil Re-refining and Recycling	19,602	—	—	19,602	100.0	—	—
SK Environmental Services	107,364	—	—	107,364	100.0	—	—
Industrial and Field Services	57,359	59,057	54,422	(1,698)	(2.9)	4,635	8.5
Oil and Gas Field Services	27,667	30,606	22,854	(2,939)	(9.6)	7,752	33.9
Corporate Items	175,662	101,979	94,965	73,683	72.3	7,014	7.4
Total	470,477	273,520	254,137	196,957	72.0	19,383	7.6
Adjusted EBITDA							
Technical Services	285,520	249,829	240,494	35,691	14.3	9,335	3.9
Oil Re-refining and Recycling	57,314	—	—	57,314	100.0	—	—
SK Environmental Services	112,413	—	—	112,413	100.0	—	—
Industrial and Field Services	176,952	158,931	136,380	18,021	11.3	22,551	16.5
Oil and Gas Field Services	68,063	77,048	77,870	(8,985)	(11.7)	(822)	(1.1)
Corporate Items	(190,157)	(112,041)	(104,736)	(78,116)	69.7	(7,305)	7.0
Total	$ 510,105	$ 373,767	$ 350,008	$ 136,338	36.5%	$ 23,759	6.8%

(1) Third party revenue is revenue billed to outside customers by a particular segment. Direct revenue is revenue allocated to the segment performing the provided service.

(2) Corporate Items revenues and costs of revenues for the year ended December 31, 2013 includes purchase price measurement period adjustments.

(3) Cost of revenue is shown exclusive of items shown separately on the statements of income which consist of (i) accretion of environmental liabilities and (ii) depreciation and amortization.

Direct Revenues

There are many factors which have impacted, and continue to impact, our revenues. These factors include, but are not limited to: acquisitions, the general conditions of the oil and gas industries, competitive industry pricing, the effects of fuel prices on our fuel recovery fees, and the level of emergency response projects.

Technical Services direct revenues for the year ended December 31, 2013 increased 15.7%, or $156.1 million, from the comparable period in 2012 primarily due to growth in our treatment, storage and disposal network due to higher drum volumes, an increase in our wastewater treatment volumes, contributions from our remediation projects business and the integration of a portion of the Safety-Kleen business. Our incinerators generated a utilization rate of 91.4% compared to 90.3% in the comparable period of 2012, on 479.9 million total capacity. For the year ended December 31, 2012, direct revenues increased 4.9%, or $46.0 million, from the comparable period in 2011 primarily due to an increase in volumes being processed through our incinerators and landfills.

Our Oil Re-refining and Recycling and SK Environmental Services segments were added in 2013 due to our acquisition of Safety-Kleen in December 2012. For the year ended December 31, 2013, our Oil Re-refining and Recycling segment had direct revenues of $337.0 million consisting primarily of our base oil and blended oil sales. Our Oil Re-refining and Recycling segment experienced a decline in volumes of base and blended oil products late in the year as customers slowed purchases in anticipation of the base oil price decline that occurred in the beginning of 2014. For the year ended December 31, 2013, our SK Environmental Services segment, which is made up of our Safety-Kleen branches, had direct revenues of $770.7 million primarily consisting of our small quantity generator business, parts washers and waste oil collection business. In 2013, we conducted approximately 900,000 parts washer services on the nearly 200,000 parts washers that we handle for customers. In addition, we gathered just over 200 million gallons of waste oil, of which the vast majority went into our plants to be re-refined.

Industrial and Field Services direct revenues for the year ended December 31, 2013 increased 10%, or $79.7 million, from the comparable period in 2012 primarily due to our turnaround services and field services businesses which benefited from the full-year effect of several 2012 acquisitions. For the year ended December 31, 2012, direct revenues increased 13.1%, or $91.4 million, from the comparable period in 2011 primarily due to activity in the oil sands region, catalyst business and our lodging business which was partially offset by lower emergency response work.

Oil and Gas Field Services direct revenues for the year ended December 31, 2013 decreased 2.4%, or $9.9 million, from the comparable period in 2012 primarily due to lower rig count in Western Canada that resulted in a reduction in surface rental activity and decreased seismic activities, which is a cyclical business, partially offset by increases in our production services due to oil and flood cleanup work in Western Canada. For the year ended December 31, 2012, direct revenues increased 19.3%, or $66.2 million, from the comparable period in 2011 primarily due to fluids handling and surface rentals activity related to our acquisition of Peak Energy Services Ltd. in June 2011 and increased exploration activities partially offset by a reduction in the energy services business.

Corporate Items revenues decreased $12.0 million for the year ended December 31, 2013 from the comparable period in 2012 primarily due to the impact of fair value acquisition accounting adjustments on Safety-Kleen's historical deferred revenue at December 28, 2012. Revenue for the five reportable segments for year ended December 31, 2013 excludes such adjustments to maintain comparability with future operating results and reflect how the Company manages the business.

Cost of Revenues

We believe that our ability to manage operating costs is important to our ability to remain price competitive. We continue to upgrade the quality and efficiency of our waste treatment services through the development of new technology and continued modifications at our facilities, and implementation of strategic sourcing initiatives. We plan to continue to focus on achieving cost savings relating to purchased goods and services through a strategic sourcing initiative, but our efforts to reduce future operating expenses may not be successful.

Technical Services cost of revenues for the year ended December 31, 2013 increased 18.1%, or $119.5 million, from the comparable period in 2012 primarily due to increases in salaries, labor and employee benefits, outside transportation, materials and supplies and outside disposal and rail costs. These increases were due to the incremental 2013 revenue generated from the integration of a portion of the Safety-Kleen business into the Technical Services segment. For the year ended December 31, 2012, cost of revenues increased 5.9%, or $36.6 million, from the comparable period in 2011 primarily due to salaries, labor and employee benefits, outside transportation, chemicals and consumables and outside disposal and rail costs.

Our Oil Re-refining and Recycling and SK Environmental Services segments were added in 2013 due to our acquisition of Safety-Kleen in December 2012. For the year ended December 31, 2013, our Oil Re-refining and Recycling cost of revenues of $260.1 million primarily consisted of salaries, labor and employee benefits, outside transportation, oil materials and rail costs. For the year ended December 31, 2013, our SK Environmental Services cost of revenues of $551.0 million primarily

consisted of salaries, labor and employee benefits, support of our branch network, transportation, used oil purchases and materials and supplies.

Industrial and Field Services cost of revenues for the year ended December 31, 2013 increased 11.1%, or $63.4 million, from the comparable period in 2012 primarily due to the costs of the incremental 2013 revenue consisting of salaries, labor and employee benefits, outside transportation and materials and supplies. For the year ended December 31, 2012, cost of revenues increased 12.7%, or $64.2 million, from the comparable period in 2011 primarily due to salary, labor and employee benefits and material and supplies. These increases resulted primarily from costs associated with our acquisitions in 2012 and 2011, including Peak in June 2011.

Oil and Gas Field Services cost of revenues for the year ended December 31, 2013 increased 0.7%, or $2.1 million, from the comparable period in 2012 primarily due to increases in salary, labor and employee benefits partially offset by reductions in surface rentals and seismic activities resulting in a reduction in lease operator costs. For the year ended December 31, 2012, cost of revenues increased 24.4%, or $59.2 million, from the comparable period in 2011 primarily due to salary, labor and employee benefits and subcontractor fees. These net increases resulted primarily from costs associated with our acquisitions in 2011.

Corporate Items cost of revenues increased $6.0 million for the year ended December 31, 2013 from the comparable period in 2012 primarily due to the impact on Safety-Kleen's non-cash acquisition inventory accounting adjustments at December 28, 2012.

Selling, General and Administrative Expenses

Technical Services selling, general and administrative expenses for the year ended December 31, 2013, increased 1.2%, or $0.9 million, from the comparable period in 2012 primarily due to increases in salaries, employee benefits and year-over year increases in changes in environmental liability estimates partially offset by a decrease in bonuses. For the year ended December 31, 2012, selling, general and administrative expenses remained flat from the comparable period in 2011 as increases in salaries, employee benefits and year-over-year increases in changes in environmental liability estimates were offset by a decrease in bonuses.

Our Oil Re-refining and Recycling and SK Environmental Services segments were added in 2013 due to our acquisition of Safety-Kleen in December 2012. For the year ended December 31, 2013, our Oil Re-refining and Recycling selling, general and administrative expenses of $19.6 million primarily consisted of salaries, bonus and employee benefits. For the year ended December 31, 2013, our SK Environmental Services selling, general and administrative expenses of $107.4 million primarily consisted of salaries, bonus and employee benefits.

Industrial and Field Services selling, general and administrative expenses for the year ended December 31, 2013 decreased 2.9%, or $1.7 million, from the comparable period in 2012 primarily due to lower bonuses partially offset by increases in salaries and employee benefits. For the year ended December 31, 2012, selling, general and administrative expenses increased 8.5%, or $4.6 million, from the comparable period in 2011 primarily due to salaries and employee benefits as a result of our 2012 acquisitions.

Oil and Gas Field Services selling, general and administrative expenses for the year ended December 31, 2013 decreased 9.6%, or $2.9 million, from the comparable period in 2012 primarily due to lower salaries, bonus and employee benefits. For the year ended December 31, 2012, selling, general and administrative expenses increased 33.9%, or $7.8 million, from the comparable period in 2011 primarily due to increased salaries, employee benefits and travel costs as a result of our 2011 acquisitions.

Corporate Items selling, general and administrative expenses for the year ended December 31, 2013 increased 72.3%, or $73.7 million, from the comparable period in 2012 primarily due to our acquisition of Safety-Kleen resulting in increases in salaries, bonus and employee benefits, professional fees and system integration expenses. For the year ended December 31, 2012, selling, general and administrative expenses increased 7.4%, or $7.0 million, from the comparable period in 2011 primarily due to our acquisitions resulting in increases in salaries and employee benefits and professional fees, as well as increased travel costs, partially offset by lower incentive compensation.

Adjusted EBITDA

Management considers Adjusted EBITDA to be a measurement of performance which provides useful information to both management and investors. Adjusted EBITDA should not be considered an alternative to net income or other measurements under generally accepted accounting principles ("GAAP"). Adjusted EBITDA is not calculated identically by all companies, therefore our measurements of Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies.

We use Adjusted EBITDA to enhance our understanding of our operating performance, which represents our views concerning our performance in the ordinary, ongoing and customary course of our operations. We historically have found it helpful, and believe that investors have found it helpful, to consider an operating measure that excludes certain expenses relating to transactions not reflective of our core operations.

The information about our operating performance provided by this financial measure is used by our management for a variety of purposes. We regularly communicate Adjusted EBITDA results to our lenders and to our board of directors and discuss with the board our interpretation of such results. We also compare our Adjusted EBITDA performance against internal targets as a key factor in determining cash bonus compensation for executives and other employees, largely because we believe that this measure is indicative of the how the fundamental business is performing and is being managed.

We also provide information relating to our Adjusted EBITDA so that analysts, investors and other interested persons have the same data that we use to assess our core operating performance. We believe that Adjusted EBITDA should be viewed only as a supplement to the GAAP financial information. We also believe, however, that providing this information in addition to, and together with, GAAP financial information permits the foregoing persons to obtain a better understanding of our core operating performance and to evaluate the efficacy of the methodology and information used by management to evaluate and measure such performance on a standalone and a comparative basis.

The following is a reconciliation of net income to Adjusted EBITDA for the following periods (in thousands):

	Year Ended December 31,		
	2013	2012	2011
Net income	$ 95,566	$ 129,674	$ 127,252
Accretion of environmental liabilities	11,541	9,917	9,680
Depreciation and amortization	264,449	161,646	122,663
Other (income) expense	(1,705)	802	(6,402)
Loss on early extinguishment of debt	—	26,385	—
Interest expense, net	78,376	47,287	39,389
Pre-tax, non-cash acquisition accounting inventory adjustment	13,559	—	—
Provision (benefit) for income taxes	48,319	(1,944)	57,426
Adjusted EBITDA	$ 510,105	$ 373,767	$ 350,008

Depreciation and Amortization

	Year Ended December 31,			2013 over 2012		2012 over 2011	
(in thousands)	2013	2012	2011	$ Change	% Change	$ Change	% Change
Depreciation of fixed assets	$ 212,520	$ 127,175	$ 99,860	$ 85,345	67.1%	$ 27,315	27.4%
Landfill and other amortization	51,929	34,471	22,803	17,458	50.6%	11,668	51.2%
Total depreciation and amortization	$ 264,449	$ 161,646	$ 122,663	$ 102,803	63.6%	$ 38,983	31.8%

Depreciation and amortization increased 63.6%, or $102.8 million, for the year ended December 31, 2013 compared to the comparable period in 2012 primarily due to the addition of Safety-Kleen and other acquisitions completed during the year. For the year ended December 31, 2012, depreciation and amortization increased 31.8%, or $39.0 million, compared to the comparable period in 2011. Depreciation of fixed assets increased primarily due to acquisitions and other increased capital expenditures in recent periods. Landfill and other amortization increased primarily due to the increase in volumes at our landfill facilities and additional amortization resulting from an increase in other intangibles recorded for recent acquisitions.

Loss on Early Extinguishment of Debt

	Year Ended December 31,			2013 over 2012		2012 over 2011	
(in thousands)	2013	2012	2011	$ Change	% Change	$ Change	% Change
Loss on early extinguishment of debt	$ —	$ (26,385)	$ —	$ 26,385	(100)%	$ (26,385)	100%

During the year ended December 31, 2012, we recorded a $26.4 million loss on early extinguishment of debt in connection with a redemption and repurchase of our $520.0 million previously outstanding senior secured notes.

Interest Expense, Net

(in thousands)	Year Ended December 31, 2013	2012	2011	2013 over 2012 $ Change	% Change	2012 over 2011 $ Change	% Change
Interest expense	$ 78,883	$ 48,133	$ 40,187	$ 30,750	63.9 %	$ 7,946	19.8%
Interest income	(507)	(846)	(798)	339	(40.1)%	(48)	6.0%
Interest expense, net	$ 78,376	$ 47,287	$ 39,389	$ 31,089	65.7 %	$ 7,898	20.1%

The year-over-year increases in interest expense, net for 2013 and 2012 were primarily due to the issuance of $800.0 million of 5.25% senior unsecured notes in July 2012 and $600.0 million of 5.125% senior unsecured notes in December 2012, which was partially offset by our redemption and repurchase during the third quarter of 2012 of $520.0 million of previously outstanding 7.625% senior secured notes. The transactions resulted in an additional principal amount of notes outstanding during 2012 than for the comparable prior period, but at a more favorable interest rate.

Provision (Benefit) for Income Taxes

Our effective tax rates for fiscal years 2013, 2012 and 2011 were 33.6%, (1.5)% and 31.1%, respectively. Our effective tax rate is affected by recurring items, such as tax rates in Canada and the relative amount of income we earn in Canada, which has increased due to our Canadian acquisitions. The rate is also affected by discrete items that may occur in any given year, but are not consistent from year to year. In addition to state income taxes, the following items had the most significant impact on the differences in our effective tax rate and in our U.S. federal income tax rate:

2013

- A $10.5 million (7.3%) reduction resulting from rate differences between Canada and the U.S.
- A $4.0 million (2.8%) reduction resulting from the release of unrecognized tax benefits including accrued interest and penalties.
- A $2.9 million (2.0%) increase resulting from non-deductible meals and entertainment and penalty expense.

2012

- A $52.4 million (41.0%) reduction resulting from the release of unrecognized tax benefits including accrued interest and penalties.
- A $8.6 million (6.7%) reduction resulting from rate differences between Canada and the U.S.
- A $1.7 million (1.3%) increase resulting from the annual calculation of accrued interest and penalties for uncertain tax positions.
- A $2.2 million (1.7%) increase resulting from non-deductible transaction costs relating to the 2012 acquisitions.

2011

- A $6.0 million (3.2%) reduction resulting from the release of unrecognized tax benefits including interest and penalties.
- A $10.2 million (5.5%) reduction resulting from rate differences between Canada and the U.S.
- A $2.2 million (1.2%) increase resulting from the annual calculation of accrued interest and penalties for uncertain tax positions.
- A $2.2 million (1.2%) reduction resulting from a federal solar tax credit.
- A $1.1 million (0.6%) reduction resulting from the partial release of a valuation allowance on our foreign tax credits.

Income tax expense for the year ended December 31, 2013 was $48.3 million compared to an income tax benefit of $1.9 million for the comparable period in 2012. The increase in expense in 2013 as compared to 2012 was primarily due to the benefit recorded in 2012. Income tax benefit for the year ended December 31, 2012 was $1.9 million compared to an income tax expense of $57.4 million for the comparable period in 2011. The benefit in 2012 was primarily due to a decrease in unrecognized tax benefits of $52.4 million (net of interest and penalties of $29.3 million) resulting from expiring statute of limitation periods related to a historical Canadian debt restructuring transaction.

A valuation allowance is required to be established when, based on an evaluation of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. At December 31, 2013 and December 31, 2012, we had a remaining valuation allowance of $29.7 million and $26.3 million, respectively. The increase in valuation allowance primarily relates to the acquisition of Eveready and the continued losses by certain domestic and foreign operating entities. The total allowance as of December 31, 2013 consisted of $13.4 million of foreign tax credits, $7.0 million of state net operating loss carryforwards, $7.5 million of foreign net operating loss carryforwards and $1.8 million for the deferred tax assets of a Canadian subsidiary. The allowance as of December 31, 2012 consisted of $17.6 million of foreign tax credits, $1.4 million of state net operating loss carryforwards and $7.3 million of foreign net operating loss carryforwards. The allowance as of

December 31, 2011 consisted of $10.2 million of foreign tax credits, $1.1 million of state net operating loss carryforwards and $0.2 million of foreign net operating loss carryforwards.

Our accounting policy is to recognize interest and penalties related to income tax matters as a component of income tax expense. The liability for unrecognized tax benefits as of December 31, 2013 and 2012 included accrued interest and penalties of $0.2 million and $1.4 million, respectively. Tax expense for the years ended December 31, 2013, 2012, and 2011 included interest and penalties, net of federal benefit, of $0.2 million, $1.7 million and $3.4 million, respectively.

Acquisition of Evergreen Oil, Inc.

On September 13, 2013, we acquired 100.0% of the outstanding common shares of Evergreen Oil, Inc. ("Evergreen") for approximately $55.9 million in cash, net of cash acquired. The purchase price is subject to adjustment upon finalization of Evergreen's net working capital balance as of the closing date. As of December 31, 2013, we finalized the purchase accounting for the acquisition of Evergreen, except for the other assets, environmental liabilities, taxes and goodwill. The impact of the purchase accounting measurement period adjustments was not material to the financial statements. Evergreen, headquartered in Irvine, California, specializes in the recovery and re-refining of used oil and is currently the second-largest collector of used oil in California. Evergreen owns and operates one of the only oil re-refining operations in the western United States and also offers other ancillary environmental services, including parts cleaning and containerized waste services, vacuum services and hazardous waste management services. The acquisition of Evergreen enables us to further penetrate the small quantity waste generator market and further expand our oil re-refining, oil recycling and waste treatment capabilities.

Liquidity and Capital Resources

	For the years ended December 31,		
(in thousands)	**2013**	**2012**	**2011**
Net cash from operating activities	$ 415,839	$ 324,365	$ 179,531
Net cash used in investing activities	(345,512)	(1,572,636)	(480,181)
Net cash from financing activities	13,126	1,217,868	258,740

Net cash from operating activities

Net cash from operating activities for the year ended December 31, 2013 was $415.8 million, an increase of 28.2%, or $91.5 million, compared with net cash from operating activities for the year ended December 31, 2012. The change was primarily the result of increases in depreciation and amortization due to the addition of Safety-Kleen and other acquisitions completed during the year, partially offset by a net increase in working capital and lower net income. For the year ended December 31, 2012, net cash from operating activities was $324.4 million, an increase of 80.7%, or $144.8 million, compared with cash from operating activities for the year ended December 31, 2011. The change was primarily the result of a net decrease in working capital items and increases in depreciation and amortization.

Net cash used in investing activities

Net cash used in investing activities for the year ended December 31, 2013 was $345.5 million, a decrease of 78.0%, or $1,227.1 million, compared with cash used in investing activities for the year ended December 31, 2012. The change was primarily the result of our 2012 acquisition of Safety-Kleen partially offset by an increase in 2013 capital expenditures. For the year ended December 31, 2012, net cash used in investing activities was $1,572.6 million, an increase of 227.5%, or $1,092.5 million, compared with cash used in investing activities for the year ended December 31, 2011. The increase was primarily due to the approximately $1.26 billion of cash paid to acquire Safety-Kleen on December 28, 2012.

Net cash from financing activities

Net cash from financing activities for the year ended December 31, 2013 was $13.1 million, a decrease of 98.9%, or $1,204.7 million, compared to net cash from financing activities for the year ended December 31, 2012. The change in cash provided from financing activities was due primarily to the issuance of debt and common stock in 2012 related to the acquisition of Safety-Kleen. For the year ended December 31, 2012, net cash from financing activities was $1,217.9 million, an increase of $959.1 million, compared to net cash from financing activities for the year ended December 31, 2011. The increase in net cash from financing activities was due primarily to the issuance of $600.0 million of 5.125% senior unsecured notes due 2021 and sale of 6.9 million shares of our common stock at a public offering price of $56.00 per share to fund the acquisition of Safety-Kleen, and the issuance of $800.0 million of 5.25% senior unsecured notes due 2020 to fund a substantial portion of the redemption and repurchase in 2012 of then outstanding $520.0 million of 7.625% senior secured notes, with the balance used for acquisitions and other general corporate purposes.

Working Capital

We intend to use our existing cash and cash equivalents, marketable securities and cash flow from operations primarily to provide for our working capital needs and to fund capital expenditures and potential future acquisitions. We anticipate that our cash flow provided by operating activities will provide the necessary funds on both a short- and long-term basis to meet operating cash requirements.

At December 31, 2013, cash and cash equivalents totaled $310.1 million, compared to $229.8 million at December 31, 2012. At December 31, 2013, cash and cash equivalents held by foreign subsidiaries totaled $73.6 million and were readily convertible into other foreign currencies including U.S. dollars. At December 31, 2013, the cash and cash equivalents balance for our U.S. operations was $236.5 million, and our U.S. operations had net operating cash flows from operations of $230.6 million for the year ended December 31, 2013. Additionally, we have a $400.0 million revolving credit facility of which approximately $259.7 million was available to borrow at December 31, 2013. Based on the above and on our current plans, we believe that our U.S. operations have adequate financial resources to satisfy their liquidity needs without being required to repatriate earnings from foreign subsidiaries. Accordingly, although repatriation to the U.S. of foreign earnings would generally be subject to U.S. income taxation, net of any available foreign tax credits, we have not recorded any deferred tax liability related to such repatriation since we intend to permanently reinvest foreign earnings outside the U.S.

On February 25, 2014, our Board of Directors authorized the repurchase of up to $150 million of our common stock. We intend to fund the repurchases through available cash resources. The repurchase program authorizes us to purchase our common stock on the open market from time to time. The share repurchases will be made in a manner that complies with applicable U.S. securities laws. The number of shares purchased and the timing of the purchases will depend on a number of factors, including share price, cash required for future business plans, trading volume and other conditions. We have no obligation to repurchase stock under this program and may suspend or terminate the repurchase program at any time.

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing, and financing activities. Our primary ongoing cash requirements will be to fund operations, capital expenditures, interest payments and investments in line with our business strategy. We believe our future operating cash flows will be sufficient to meet our future operating and investing cash needs as well as any cash needs relating to the stock repurchase program. Furthermore, the existing cash balances and the availability of additional borrowings under our revolving credit facility provide additional potential sources of liquidity should they be required.

Financing Arrangements

The financing arrangements and principal terms of our $800.0 million principal amount of 5.25% senior unsecured notes due 2020 and $600.0 million principal amount of 5.125% senior unsecured notes due 2021 which were outstanding at December 31, 2013, and our amended $400.0 million revolving credit facility, are discussed further in Note 10, "Financing Arrangements," to our consolidated financial statements included in Item 8 of this report.

As of December 31, 2013, we were in compliance with the covenants of all of our debt agreements, and we believe it is reasonably likely that we will continue to meet such covenants.

Environmental Liabilities

	As of December 31,		2013 vs 2012	
(in thousands)	2013	2012 (As Adjusted)	$ Change	% Change
Closure and post-closure liabilities	$ 47,085	$ 44,047	$ 3,038	6.9 %
Remedial liabilities	172,498	183,346	(10,848)	(5.9)%
Total environmental liabilities	$ 219,583	$ 227,393	$ (7,810)	(3.4)%

Total environmental liabilities as of December 31, 2013 were $219.6 million, a decrease of 3.4%, or $7.8 million, compared to the comparable period in 2012 primarily due to increased expenditures partially offset by increased accretion. The increases in expenditures and accretion were primarily related to a full year effect of our acquisition of Safety-Kleen.

We anticipate our environmental liabilities, substantially all of which we assumed in connection with our acquisitions, will be payable over many years and that cash flow from operations will generally be sufficient to fund the payment of such liabilities when required. However, events not anticipated (such as future changes in environmental laws and regulations) could require that such payments be made earlier or in greater amounts than currently anticipated, which could adversely affect our results of operations, cash flow and financial condition.

During each of 2013, 2012 and 2011, we benefited from reductions in our environmental liabilities due to changes in estimates recorded to the statement of income. The benefits over these years were primarily due to the successful introduction of new technology for remedial activities, favorable results from environmental studies of the on-going remediation, including favorable regulatory approvals, and lower project costs realized by utilizing internal labor and equipment. The principal changes in estimates were from the following items:

In 2013, the net reduction in our environmental liabilities from changes in estimates recorded to the statement of income was $3.7 million and primarily related to two sites. One site received site closure approval, which resulted in reevaluating and removing certain compensation costs, and at the other site we received a favorable notification from the potentially responsible parties, or "PRPs," group which indicated that the Interim Remedial Measure work had been completed and was fully funded by a trust held by the regulatory agency and from funds collected from settling PRPs.

In 2012, the net reduction in our environmental liabilities from changes in estimates recorded to the statement of income was $8.5 million and primarily related to five sites. Updates to the scope of future work at two sites, installation of new technology at a third site and favorable environmental studies at a fourth site led to a reduction in remedial liabilities. The estimated savings from these four sites were partially offset by an increase in non-landfill retirement liabilities of $1.1 million primarily related to one site where the timing of the closure was accelerated.

In 2011, the net reduction in our environmental liabilities from changes in estimates recorded to the statement of income was $2.8 million and primarily related to four sites. Installation of a solar array system led to lower estimated future utility costs at one site; favorable environmental studies and regulatory approvals were obtained at a second and third site; and internal labor rather than external contractors was increasingly used at the fourth site. The estimated savings from the four sites were partially offset by an increase in remedial liabilities recorded at a fifth site due to a change in estimated costs following finalization of the corrective action plan.

Contractual Obligations

The following table has been included to assist the reader in analyzing our debt and similar obligations as of December 31, 2013 and our ability to meet such obligations (in thousands):

		Payments Due by Period			
Contractual Obligations	**Total**	**Less than 1 year**	**1-3 years**	**4-5 years**	**After 5 years**
Closure, post-closure and remedial liabilities	$ 501,875	$ 31,112	$ 48,867	$ 37,057	$ 384,839
Long-term debt	1,400,000	—	—	—	1,400,000
Interest on long-term obligations	504,563	72,750	145,500	145,500	140,813
Capital leases	2,930	1,472	1,458	—	—
Operating leases	175,598	46,222	63,766	35,004	30,606
Total contractual obligations	$ 2,584,966	$ 151,556	$ 259,591	$ 217,561	$ 1,956,258

The undiscounted value of closure, post closure and remedial liabilities of $501.9 million is equivalent to the present value of $219.6 million based on discounting of $194.5 million and the undiscounted remainder of $87.8 million to be accrued for closure and post-closure liabilities over the remaining site lives.

The following table has been included to assist the reader in understanding other contractual obligations we had as of December 31, 2013 and our ability to meet these obligations (in thousands):

		Payments Due by Period			
Other Commercial Commitments	**Total**	**Less than 1 year**	**1-3 years**	**4-5 years**	**After 5 years**
Standby letters of credit	$ 140,300	$ 140,300	$ —	$ —	$ —

We obtained the standby letters of credit described in the above table primarily as security for financial assurances which we have been required to provide to regulatory bodies for our hazardous waste facilities and which would be called only in the event that we fail to satisfy closure, post-closure and other obligations under the permits issued by those regulatory bodies for such licensed facilities. See Note 10, "Financing Arrangements," to our consolidated financial statements included in Item 8 of this report for further discussion of our standby letters of credit and other financing arrangements.

Off-Balance Sheet Arrangements

Except for our obligations under operating leases and letters of credit described above under "Contractual Obligations" and performance obligations incurred in the ordinary course of business, we are not party to any off-balance sheet arrangements involving guarantee, contingency or similar obligations to entities whose financial statements are not consolidated with our

results, and that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors in our securities.

Capital Expenditures

We anticipate that 2014 capital spending will be approximately $200.0 million, exclusive of the construction of a new incinerator at our El Dorado, Arkansas facility, which will likely add $25.0 million to $30.0 million depending on the pace of this multi-year construction project. However, changes in environmental regulations could require us to make significant capital expenditures for our facilities and adversely affect our results of operations and cash flow.

Stockholder Matters

During the year ended December 31, 2013, the Compensation Committee of our Board of Directors granted a total of 114,453 performance stock awards that are subject to achieving predetermined revenue, EBITDA margin and total recordable incident rate goals by December 31, 2014 and also include continued service conditions. As of December 31, 2013, based on the year-to-date results of operations, management determined that none of the three performance criteria was considered probable to be achieved and as a result no stock-based compensation expense was recorded for the year ended December 31, 2013 with respect to the performance stock awards.

During the year ended December 31, 2012, the Compensation Committee of our Board of Directors granted a total of 70,511 performance stock awards that were subject to achieving predetermined revenue and EBITDA margin goals by December 31, 2013 and also included continued service conditions. As of December 31, 2013, the performance targets related to the 2012 performance stock awards were not met and therefore the performance stock awards granted in 2012 were forfeited.

On December 3, 2012, we completed a public offering of 6.9 million shares of our common stock at a public offering price of $56.00 per share. After deducting the underwriters' discount and offering expenses payable by us, the net proceeds of the offering were approximately $369.3 million.

Critical Accounting Policies and Estimates

The preparation of our financial statements requires us to make estimates and judgments that affect the reported amounts of our assets, liabilities, revenues and expenses, and related disclosures of contingent liabilities. The following are the areas that we believe require the greatest amount of judgments or estimates in the preparation of the financial statements: revenue allowance, allowance for doubtful accounts, accounting for landfills, non-landfill closure and post-closure liabilities, remedial liabilities, goodwill, permits and other intangible assets, insurance accruals, legal matters, and provision for income taxes. Our management reviews critical accounting estimates with the Audit Committee of our Board of Directors on an ongoing basis and as needed prior to the release of our annual financial statements. See also Note 2, "Significant Accounting Policies," in Item 8, "Financial Statements and Supplementary Data," of this report, which discusses the significant assumptions used in applying our accounting policies.

Revenue Allowance. Due to the nature of our business and the complex invoices that result from the services we provide, customers may withhold payments and attempt to renegotiate amounts invoiced. In addition, for some of the services we provide, our invoices are based on quotes that can either generate credits or debits when the actual revenue amount is known. Accordingly, based on our industry knowledge and historical trends, we record a revenue allowance. Increases in overall sales volumes and the expansion of our customer base in recent years have also increased the volume of additions and deductions to the allowance during the year, as well as increased the amount of the allowance at the end of the year.

Our revenue allowance is intended to cover the net amount of revenue adjustments that may need to be credited to customers' accounts in future periods. We determine the appropriate total revenue allowance by evaluating the following factors on a customer-by-customer basis as well as on a consolidated level: historical collection trends, age of outstanding receivables, existing economic conditions and other information as deemed applicable. Revenue allowance estimates can differ materially from the actual adjustments, but historically our revenue allowance has been sufficient to cover the net amount of the reserve adjustments recorded in subsequent reporting periods.

Allowance for Doubtful Accounts. We establish an allowance for doubtful accounts to cover accounts receivable that may not be collectible. In establishing the allowance for doubtful accounts, we analyze the collectability of accounts that are large or past due. A considerable amount of judgment is required to make this assessment, based on detailed analysis of the aging of our receivables, the creditworthiness of our customers, our historical bad debts and other adjustments and current economic trends. Accounts receivable written off in subsequent periods can differ materially from the allowance for doubtful accounts provided, but historically our provision has been adequate.

Landfill Accounting. We amortize landfill improvements and certain landfill-related permits over their estimated useful lives. The units-of-consumption method is used to amortize land, landfill cell construction, asset retirement costs and remaining

landfill cells and sites. We also utilize the units-of-consumption method to record closure and post-closure obligations for landfill cells and sites. Under the units-of-consumption method, we include future estimated construction and asset retirement costs, as well as costs incurred to date, in the amortization base of the landfill assets. Additionally, where appropriate, as discussed below, we include probable expansion airspace that has yet to be permitted in the calculation of the total remaining useful life of the landfill. If we determine that expansion capacity should no longer be considered in calculating the recoverability of a landfill asset, we may be required to recognize an asset impairment or incur significantly higher amortization expense. If at any time we make the decision to abandon the expansion effort, the capitalized costs related to the expansion effort are expensed immediately.

Landfill Assets—Landfill assets include the costs of landfill site acquisition, permits and cell construction incurred to date. These amounts are amortized under the units-of-consumption method such that the asset is completely amortized when the landfill ceases accepting waste.

Landfill Capacity—Landfill capacity, which is the basis for the amortization of landfill assets and for the accrual of final closure and post-closure obligations, represents total permitted airspace plus unpermitted airspace that management believes is probable of ultimately being permitted based on established criteria. Our management applies the following criteria for evaluating the probability of obtaining a permit for future expansion airspace at existing sites, which provides management a basis to evaluate the likelihood of success of unpermitted expansions:

- Personnel are actively working to obtain the permit or permit modifications (land use, state and federal) necessary for expansion of an existing landfill, and progress is being made on the project.
- Management expects to submit the application within the next year and to receive all necessary approvals to accept waste within the next five years.
- At the time the expansion is included in management's estimate of the landfill's useful economic life, it is probable that the required approvals will be received within the normal application and processing time periods for approvals in the jurisdiction in which the landfill is located.
- The Company or other owner of the landfill has a legal right to use or obtain the right to use the land associated with the expansion plan.
- There are no significant known political, technical, legal or business restrictions or other issues that could impair the success of such expansion.
- A financial feasibility analysis has been completed and the results demonstrate that the expansion will have a positive financial and operational impact such that management is committed to pursuing the expansion.
- Additional airspace and related additional costs, including permitting, final closure and post-closure costs, have been estimated based on the conceptual design of the proposed expansion.

As of December 31, 2013, there were two unpermitted expansions at two locations included in management's landfill calculation, which represented 19.1% of our remaining airspace at that date.

Exceptions to the criteria set forth above are approved through a landfill-specific approval process that includes approval from our Chief Financial Officer and review by the Audit Committee of our Board of Directors. As of December 31, 2013 and 2012, none of the unpermitted expansions were considered exceptions to management's established criteria described above. If actual expansion airspace is significantly different from management's estimate of expansion airspace, the amortization rates used for the units-of-consumption method would change, therefore impacting our profitability. If we determine that there is less actual expansion airspace at a landfill, this would increase amortization expense recorded and decrease profitability, while if we determine a landfill has more actual expansion airspace, amortization expense would decrease and profitability would increase.

Landfill Final Closure and Post-Closure Liabilities—The balance of landfill final closure and post-closure liabilities at December 31, 2013 and 2012 was $27.6 million and $26.7 million, respectively. We have material financial commitments for the costs associated with requirements of the EPA and the comparable regulatory agency in Canada for landfill final closure and post-closure activities. In the United States, the landfill final closure and post-closure requirements are established under the standards of the EPA, and are implemented and applied on a state-by-state basis. We develop estimates for the cost of these activities based on our evaluation of site-specific facts and circumstances, such as the existence of structures and other landfill improvements that would need to be dismantled, the amount of groundwater monitoring and leachate management expected to be performed, and the length of the post-closure period as determined by the applicable regulatory agency. Included in our cost estimates are our interpretation of current regulatory requirements and proposed regulatory changes. Such estimates may change in the future due to various circumstances including, but not limited to, permit modifications, changes in legislation or regulations, technological changes and results of environmental studies. We perform zero-based reviews of these estimated

liabilities at least every five years or sooner if the occurrence of a significant event is likely to change the timing or amount of the currently estimated expenditures. We consider a significant event to be a new regulation or an amendment to an existing regulation, a new permit or modification to an existing permit, or a change in the market price of a significant cost item. Our cost estimates are calculated using internal sources as well as input from third party experts. These costs are measured at estimated fair value using present value techniques, and therefore changes in the estimated timing of closure and post-closure activities would affect the liability, the value of the related asset, and our results of operations.

Final closure costs are the costs incurred after the site ceases to accept waste, but before the landfill is certified as closed by the applicable state or provincial regulatory agency. These costs generally include the costs required to cap the final cell of the landfill (if not included in cell closure), to dismantle certain structures for landfills and other landfill improvements and regulation-mandated groundwater monitoring, and for leachate management. Post-closure costs involve the maintenance and monitoring of a landfill site that has been certified closed by the applicable regulatory agency. These costs generally include groundwater monitoring and leachate management. Regulatory post-closure periods are generally 30 years after landfill closure. Final closure and post-closure obligations are accrued on a units-of-consumption basis, such that the present value of the final closure and post-closure obligations are fully accrued at the date the landfill discontinues accepting waste.

Non-Landfill Closure and Post-Closure Liabilities. The balance of our non-landfill closure and post-closure liabilities at December 31, 2013 and 2012 was $19.5 million and $17.4 million, respectively. We base estimates for non-landfill closure and post-closure liabilities on our interpretations of existing permit and regulatory requirements for closure and post-closure maintenance and monitoring. Our cost estimates are calculated using internal sources as well as input from third party experts. We use probability scenarios to estimate when future operations will cease and inflate the current cost of closing the non-landfill facility on a probability weighted basis using the appropriate inflation rate and then discounting the future value to arrive at an estimated present value of closure and post-closure costs. The estimates for non-landfill closure and post-closure liabilities are inherently uncertain due to the possibility that permit and regulatory requirements will change in the future, impacting the estimation of total costs and the timing of the expenditures. We review non-landfill closure and post-closure liabilities for changes to key assumptions that would impact the amount of the recorded liabilities. Changes that would prompt us to revise a liability estimate include changes in legal requirements that impact our expected closure plan or scope of work, in the market price of a significant cost item, in the probability scenarios as to when future operations at a location might cease, or in the expected timing of the cost expenditures. Changes in estimates for non-landfill closure and post-closure events immediately impact the required liability and the value of the corresponding asset. If a change is made to a fully-consumed asset, the adjustment is charged immediately to expense. When a change in estimate relates to an asset that has not been fully consumed, the adjustment to the asset is recognized in income prospectively as a component of amortization. Historically, material changes to non-landfill closure and post-closure estimates have been infrequent.

Remedial Liabilities. The balance of our remedial liabilities at December 31, 2013 and 2012 was $172.5 million and $183.3 million, respectively. See Note 9, "Remedial Liabilities," to our consolidated financial statements in Item 8 of this report for the changes to the remedial liabilities during the years ended December 31, 2013 and 2012. Remedial liabilities are obligations to investigate, alleviate and/or eliminate the effects of a release (or threat of a release) of hazardous substances into the environment and may also include corrective action under RCRA. Our remediation obligations can be further characterized as Long-term Maintenance, One-Time Projects, Legal and Superfund. Legal liabilities are typically comprised of litigation matters that involve potential liability for certain aspects of environmental cleanup and can include third party claims for property damage or bodily injury allegedly arising from or caused by exposure to hazardous substances originating from our activities or operations or, in certain cases, from the actions or inactions of other persons or companies. Superfund liabilities are typically claims alleging that we are a potentially responsible party ("PRP") and/or are potentially liable for environmental response, removal, remediation and cleanup costs at/or from either a facility we own or a site owned by a third party. As described in Note 16, "Commitments and Contingencies," to our consolidated financial statements included in Item 8 of this report, Superfund liabilities also include certain liabilities payable to governmental entities for which we are potentially liable to reimburse the sellers in connection with our 2002 acquisition of substantially all of the assets of the Chemical Services Division (the "CSD assets") of Safety-Kleen Corp. Long-term Maintenance liabilities include the costs of groundwater monitoring, treatment system operations, permit fees and facility maintenance for inactive operations. One-Time Projects liabilities include the costs necessary to comply with regulatory requirements for the removal or treatment of contaminated materials.

Amounts recorded related to the costs required to remediate a location are determined by internal engineers and operational personnel and incorporate input from external third parties. The estimates consider such factors as the nature and extent of environmental contamination (if any); the terms of applicable permits and agreements with regulatory authorities as to cleanup procedures and whether modifications to such permits and agreements will likely need to be negotiated; the cost of performing anticipated cleanup activities based upon current technology; and in the case of Superfund and other sites where other parties will also be responsible for a portion of the cleanup costs, the likely allocation of such costs and the ability of such other parties to pay their share. Each quarter, our management discusses if any events have occurred or milestones have been

met that would warrant the creation of a new remedial liability or the revision of an existing remedial liability. Such events or milestones include identification and verification as a PRP, receipt of a unilateral administrative order under Superfund or requirement for RCRA interim corrective measures, completion of the feasibility study under Superfund or the corrective measures study under RCRA, new or modifications to existing permits, changes in property use, or a change in the market price of a significant cost item. Remedial liabilities are inherently difficult to estimate and there is a risk that the actual quantities of contaminants could differ from the results of the site investigation, which could materially impact the amount of our liability. It is also possible that chosen methods of remedial solutions will not be successful and funds will be required for alternative solutions.

Remedial liabilities are discounted only when the timing of the payments is estimable and the amounts are determinable. With the exception of remedial liabilities assumed as part of an acquisition that are measured at fair value, our experience has been that the timing of payments for remedial liabilities is usually not estimable and therefore the amounts of remedial liabilities are generally not discounted.

We establish reserves for estimated environmental liabilities based on acceptable technologies when we determine the liability is appropriate. Introductions of new technologies are subject to successful demonstration of the effectiveness of the alternative technology and regulatory approval. We routinely review and evaluate the sites for which we have established estimated environmental liabilities reserves to determine if there should be changes in the established reserves. The changes in estimates are reflected as adjustments in the ordinary course of business in the period when we determine that an adjustment is appropriate as new information becomes available. Upon demonstration of the effectiveness of the alternative technology and applicable regulatory approval, we update our estimated cost of remediating the affected sites.

Goodwill and Indefinite-Lived Intangible Assets. Goodwill is not amortized but is reviewed for impairment annually as of December 31, or when events or changes in the business environment indicate the carrying value of the reporting unit may exceed its fair value, by comparing the fair value of each reporting unit to its carrying value, including goodwill. If the fair value is less than the carrying amount, a more detailed analysis is performed to determine if goodwill is impaired. The loss, if any, is measured as the excess of the carrying value of the goodwill over the implied value of the goodwill.

We determine our reporting units by identifying the components of each operating segment, and then aggregate components having similar economic characteristics based on quantitative and / or qualitative factors. At December 31, 2013, we had seven reporting units. The Technical Services, Oil Re-refining and Recycling, SK Environmental Services and Oil and Gas Field Services segments each constitute a reporting unit. The Industrial and Field Services segment includes three reporting units: Industrial Services, Lodging Services and Field Services.

We conducted our annual impairment test of goodwill for all of our seven reporting units as of December 31, 2013 and determined that no adjustment to the carrying value of goodwill for any reporting unit was necessary because the fair values of the reporting units exceeded their respective carrying values. As of December 31, 2013, the fair value of all reporting units, except for the Oil Re-refining and Recycling reporting unit, was determined using solely an income approach (a discounted cash flow analysis) as the fair value for the reporting units significantly exceeded the respective carrying value. We corroborated our approach by considering other factors such as the fair value of comparable companies to our reporting units. We also performed a reconciliation of the fair value of all reporting units to our overall market capitalization.

The fair value of the Oil Re-refining and Recycling reporting unit in 2013 was determined using the income approach and the market approach (a comparison to guideline companies). The fair value of the reporting unit exceeded the carrying value by less than 10% at December 31, 2013. This reporting unit had lower than anticipated financial results that were primarily due to lower oil sales prices and a sales mix more weighted to base oil than blended oil. The lower sales prices reflected general economic conditions in the oil industry in 2013. The financial performance of this reporting unit, which had a goodwill balance of approximately $171.2 million at December 31, 2013, is affected by fluctuations in oil prices and sales mix. If the Oil Re-Refining and Recycling reporting unit does not achieve the financial performance that we expect, it is possible that a goodwill impairment charge may result. There can be no assurance that future events will not result in an impairment of goodwill.

During the second quarter of 2013, due to lower than anticipated results in the Oil and Gas Field Services reporting unit, we performed an interim sensitivity analysis of the impact of the lower than anticipated results on the reporting unit's fair value in the second quarter, and concluded the fair value of the reporting unit more likely than not exceeded its carrying value at June 30, 2013. The fair value of the Oil and Gas Field Services reporting unit exceeded its carrying value by more than 10% at December 31, 2013. The financial performance of this reporting unit, which had a goodwill balance of approximately $37.5 million at December 31, 2013, is affected by weather conditions and fluctuations in oil and gas prices.

As of December 31, 2012, we utilized the income approach (a discounted cash flow analysis) to determine the fair value of the Technical Services, Field Services, Industrial Services and Lodging Services reporting units as the fair value for these reporting units in 2012 significantly exceeded their respective carrying values. We corroborated the approach by considering

other factors such as the fair value of comparable companies to our reporting units, and also performed a reconciliation of the fair value of all reporting units to our overall market capitalization. The fair value of the Oil and Gas Field Services reporting unit as of December 31, 2012 was determined using a weighted average of the income approach and the market approach (a comparison to guideline companies), weighted primarily on the income approach. We utilized a weighted-average of the income approach and the market approach as the fair value under the income approach did not significantly exceed the carrying value due to lower than anticipated financial results of the reporting unit in the third quarter of 2012. The lower than anticipated results were primarily due to the repositioning of certain assets and rental equipment in the second and third quarters of 2012 to meet changing market conditions and unfavorable rain and weather conditions in Western Canada. These changes in the business negatively affected our revenues and profitability. The fair value of the reporting unit exceeded its carrying value by more than 10% at December 31, 2012.

Indefinite-lived intangible assets are not amortized but are reviewed for impairment annually as of December 31, or when events or changes in the business environment indicate that the carrying value may be impaired. If the fair value of the asset is less than the carrying amount, we perform a quantitative test to determine the fair value. The impairment loss, if any, is measured as the excess of the carrying value of the asset over its fair value. The fair value of the indefinite-lived intangibles exceeded their carrying values at December 31, 2013. We will continue to closely monitor the performance of our indefinite-lived intangible assets. There can be no assurance that future events will not result in an impairment of indefinite-lived intangible assets.

Significant judgments are inherent in these analyses and include assumptions about the amount and timing of expected future cash flows, growth rates, and the determination of appropriate discount rates. We believe that the assumptions used in our impairment analyses are reasonable, but variations in any of the assumptions may result in different calculations of fair values that could result in a material impairment charge. The impairment analysis performed during the year ended December 31, 2013 utilized 2014 annual budgeted amounts. The discount rate assumptions were based on an assessment of our weighted average cost of capital. We did not record an impairment charge as a result of our goodwill impairment tests in 2013, 2012 and 2011 for our reporting units. We will continue to monitor the performance of our reporting units and if the business experiences adverse changes in these key assumptions, we will perform an interim goodwill impairment analysis.

Long-Lived Assets Our long-lived assets are carried on our financial statements based on their cost less accumulated depreciation or amortization. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that their carrying value may not be entirely recoverable. When such factors and circumstances exist, management compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amounts. The impairment loss, if any, is measured as the excess of the carrying amount over the fair value of the asset and is recorded in the period in which the determination is made. Any resulting impairment losses recorded by us could have an adverse impact on our results of operations by either decreasing net income or increasing net loss. There were no impairment charges during the years ended December 31, 2013, 2012 and 2011.

Legal Matters. As described in Note 16, "Commitments and Contingencies," to our consolidated financial statements included in Item 8 of this report, we are subject to legal proceedings which relate to our past acquisitions or which have arisen in the ordinary course of business. Accruals are established for legal matters when, in our opinion, it is probable that a liability exists and the liability can be reasonably estimated. As of December 31, 2013, we had reserves of $41.7 million consisting of (i) $34.6 million related to pending legal or administrative proceedings, including Superfund liabilities, which were included in the $219.6 million accrued environmental liabilities as of December 31, 2013 for closure, post-closure and remediation as described above, and (ii) $7.1 million primarily related to federal and state enforcement actions, which were included in accrued expenses on the consolidated balance sheets. We also estimate that it is "reasonably possible," as that term is defined ("more than remote but less than likely"), that the amount of such total liabilities could be as much as $3.5 million more. Actual expenses incurred in future periods could differ materially from accruals established.

Provision for Income Taxes. Our income tax expense, deferred tax assets and liabilities and reserves for unrecognized tax benefits reflect management's best estimate of future taxes to be paid. We are subject to income taxes in both the United States and in foreign jurisdictions. Significant judgments and estimates are required in determining the consolidated income tax expense. We do not accrue U.S. tax for foreign earnings that we consider to be permanently reinvested outside the United States. Consequently, we have not provided any U.S. tax on the unremitted earnings of our foreign subsidiaries. As of December 31, 2013, the amount of earnings for which no repatriation tax has been provided was $133.9 million. It is not practicable to estimate the amount of additional tax that might be payable on those earnings if repatriated.

Deferred income taxes arise from temporary differences between the tax and financial statement recognition of revenue and expense. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence. We establish a valuation allowance when, based on an evaluation of objective verifiable evidence, we believe it is more likely than not that some portion or all of deferred tax assets will not be realized.

A liability for uncertain tax positions is recorded to the extent a tax position taken or expected to be taken in a tax return does not meet certain recognition or measurement criteria. We record interest and penalties on these uncertain tax positions as applicable as a component of income tax expense.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, we are exposed to market risks, including changes in interest rates and certain foreign currency rates, primarily the Canadian dollar. Our philosophy in managing interest rate risk is to borrow at fixed rates for longer time horizons to finance non-current assets and to borrow (to the extent, if any, required) at variable rates for working capital and other short-term needs. We therefore have not entered into derivative or hedging transactions relating to interest rate risk, nor have we entered into transactions to finance off-balance sheet debt. The following table provides information regarding our fixed rate borrowings at December 31, 2013 (in thousands):

Scheduled Maturity Dates	2014	2015	2016	2017	2018	Thereafter	Total
Senior unsecured notes due 2020	$ —	$ —	$ —	$ —	$ —	$ 800,000	$ 800,000
Senior unsecured notes due 2021	—	—	—	—	—	600,000	600,000
Capital lease obligations	1,329	1,435	—	—	—	—	2,764
	$ 1,329	$ 1,435	$ —	$ —	$ —	$ 1,400,000	$ 1,402,764
Weighted average interest rate on fixed rate borrowings	5.2%	5.2%				5.2%	

In addition to the fixed rate borrowings described in the above table, we had at December 31, 2013, variable rate instruments that included a revolving credit facility with maximum borrowings of up to $400.0 million (with a $325.0 million sub-limit for letters of credit). Commencing in 2013, we remit interest payments, in the amount of $21.0 million each related to the $800.0 million senior unsecured notes payable semi-annually on February 1 and August 1 of each year, and in the amount of $15.4 million each related to the $600.0 million senior unsecured notes payable semi-annually on June 1 and December 1 of each year.

We view our investment in our foreign subsidiaries as long-term; thus, we have not entered into any hedging transactions between any two foreign currencies or between any of the foreign currencies and the U.S. dollar. During 2013, the Canadian subsidiaries transacted approximately 6.2% of their business in U.S. dollars and at any period end have cash on deposit in U.S. dollars and outstanding U.S. dollar accounts receivable related to these transactions. These cash and receivable accounts are vulnerable to foreign currency transaction gains or losses. Exchange rate movements also affect the translation of Canadian generated profits and losses into U.S. dollars. Had the Canadian dollar been 10.0% stronger or weaker against the U.S. dollar, we would have reported increased or decreased net income of $1.0 million and $2.3 million for the year ended December 31, 2013 and 2012, respectively.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Clean Harbors, Inc.
Norwell, Massachusetts

We have audited the accompanying consolidated balance sheets of Clean Harbors, Inc. and subsidiaries (the "Company") as of December 31, 2013 and 2012, and the related statements of income, comprehensive income, cash flows and stockholders' equity for each of the three years in the period ended December 31, 2013. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Clean Harbors, Inc. and subsidiaries as of December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2013, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 3, 2014 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
March 3, 2014

CLEAN HARBORS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(dollars in thousands)

	As of December 31,	
	2013	2012 (As Adjusted)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 310,073	$ 229,836
Marketable securities	12,435	11,778
Accounts receivable, net of allowances aggregating $18,106 and $11,125, respectively	579,394	546,136
Unbilled accounts receivable	26,568	27,072
Deferred costs	16,134	6,888
Inventories and supplies	152,096	176,478
Prepaid expenses and other current assets	41,962	75,765
Deferred tax assets	32,517	21,306
Total current assets	1,171,179	1,095,259
Property, plant and equipment, net	1,602,170	1,533,053
Other assets:		
Deferred financing costs	20,860	21,657
Goodwill	570,960	579,715
Permits and other intangibles, net	569,973	590,044
Other	18,536	18,358
Total other assets	1,180,329	1,209,774
Total assets	$ 3,953,678	$ 3,838,086
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of capital lease obligations	$ 1,329	$ 5,092
Accounts payable	316,462	257,911
Deferred revenue	55,454	50,973
Accrued expenses	236,829	246,354
Current portion of closure, post-closure and remedial liabilities	29,471	28,336
Total current liabilities	639,545	588,666
Other liabilities:		
Closure and post-closure liabilities, less current portion of $5,884 and $8,791, respectively	41,201	35,256
Remedial liabilities, less current portion of $23,587 and $19,545, respectively	148,911	163,801
Long-term obligations	1,400,000	1,400,000
Capital lease obligations, less current portion	1,435	2,879
Deferred taxes, unrecognized tax benefits and other long-term liabilities	246,947	215,412
Total other liabilities	1,838,494	1,817,348
Commitments and contingent liabilities		
Stockholders' equity:		
Common stock, $.01 par value:		
Authorized 80,000,000 shares; issued and outstanding 60,672,180 and 60,385,453 shares, respectively	607	604
Shares held under employee participation plan	(469)	(469)
Additional paid-in capital	898,165	880,979
Accumulated other comprehensive (loss) income	(19,556)	49,632
Accumulated earnings	596,892	501,326
Total stockholders' equity	1,475,639	1,432,072
Total liabilities and stockholders' equity	$ 3,953,678	$ 3,838,086

The accompanying notes are an integral part of these consolidated financial statements.

CLEAN HARBORS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(in thousands except per share amounts)

	For the years ended December 31,		
	2013	2012	2011
Revenues:			
Service revenues	$ 2,729,205	$ 2,063,160	$ 1,882,979
Product revenues	780,451	124,748	101,157
Total revenues	3,509,656	2,187,908	1,984,136
Cost of revenues: (exclusive of items shown separately below)			
Service revenues	1,874,448	1,439,594	1,301,363
Product revenues	668,185	101,027	78,628
Total cost of revenues	2,542,633	1,540,621	1,379,991
Selling, general and administrative expenses	470,477	273,520	254,137
Accretion of environmental liabilities	11,541	9,917	9,680
Depreciation and amortization	264,449	161,646	122,663
Income from operations	220,556	202,204	217,665
Other income (expense)	1,705	(802)	6,402
Loss on early extinguishment of debt	—	(26,385)	—
Interest expense, net of interest income of $507, $846, and $798, respectively	(78,376)	(47,287)	(39,389)
Income before provision (benefit) for income taxes	143,885	127,730	184,678
Provision (benefit) for income taxes	48,319	(1,944)	57,426
Net income	$ 95,566	$ 129,674	$ 127,252
Earnings per share:			
Basic	$ 1.58	$ 2.41	$ 2.40
Diluted	$ 1.57	$ 2.40	$ 2.39
Shares used to compute earnings per share — Basic	60,574	53,884	52,961
Shares used to compute earnings per share — Diluted	60,728	54,079	53,324

The accompanying notes are an integral part of these consolidated financial statements.

CLEAN HARBORS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)

	For the years ended December 31,		
	2013	2012	2011
Net income	$ 95,566	$ 129,674	$ 127,252
Other comprehensive (loss) income:			
Unrealized gains on available-for-sale securities (net of taxes of $208, $177 and $174, respectively)	1,244	1,008	686
Reclassification adjustment for gains on available-for-sale securities included in net income (net of taxes of $379)	—	—	(1,493)
Foreign currency translation adjustments	(70,791)	17,925	(18,264)
Unfunded pension liability (net of taxes of $123, $231 and $58, respectively)	359	(654)	(335)
Other comprehensive (loss) income	(69,188)	18,279	(19,406)
Comprehensive income	$ 26,378	$ 147,953	$ 107,846

The accompanying notes are an integral part of these consolidated financial statements.

CLEAN HARBORS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	For the years ended December 31,		
	2013	2012	2011
Cash flows from operating activities:			
Net income	$ 95,566	$ 129,674	$ 127,252
Adjustments to reconcile net income to net cash from operating activities:			
Depreciation and amortization	264,449	161,646	122,663
Pre-tax, non-cash acquisition accounting inventory adjustments	13,559	—	—
Allowance for doubtful accounts	7,933	1,213	759
Amortization of deferred financing costs and debt discount	3,301	1,793	1,572
Accretion of environmental liabilities	11,541	9,917	9,680
Changes in environmental liability estimates	(3,682)	(8,458)	(2,840)
Deferred income taxes	31,119	34,163	37,836
Other (income) expense	(1,705)	802	(3,048)
Stock-based compensation	8,946	7,494	8,164
Excess tax benefit of stock-based compensation	(1,409)	(2,556)	(3,352)
Income tax benefit related to stock option exercises	1,399	2,546	3,347
Write-off of deferred financing costs and debt (premium) discount	—	5,341	—
Environmental expenditures	(19,416)	(11,191)	(11,319)
Changes in assets and liabilities:			
Accounts receivable	(53,735)	54,373	(65,210)
Inventories and supplies	(1,144)	(12,871)	(11,696)
Other current assets	20,379	9,334	(25,065)
Accounts payable	37,117	5,930	(8,116)
Other current and long-term liabilities	1,621	(64,785)	(1,096)
Net cash from operating activities	415,839	324,365	179,531
Cash flows from investing activities:			
Additions to property, plant and equipment	(280,207)	(197,397)	(148,513)
Proceeds from sales of fixed assets	4,699	8,125	6,794
Acquisitions, net of cash acquired	(63,264)	(1,373,921)	(336,960)
Additions to intangible assets including costs to obtain or renew permits	(6,740)	(4,046)	(2,927)
Purchase of marketable securities	—	(10,517)	—
Proceeds from sales of marketable securities	—	—	425
Proceeds from sale of long-term investments	—	—	1,000
Other	—	5,120	—
Net cash used in investing activities	(345,512)	(1,572,636)	(480,181)
Cash flows from financing activities:			
Change in uncashed checks	12,268	(12,070)	9,822
Proceeds from exercise of stock options	400	288	1,350
Remittance of shares, net	(731)	(2,912)	(4,061)
Excess tax benefit of stock-based compensation	1,409	2,556	3,352
Deferred financing costs paid	(2,504)	(19,056)	(8,463)
Proceeds from employee stock purchase plan	7,425	6,196	3,516
Payments on capital leases	(4,891)	(6,599)	(7,837)
Proceeds from issuance of common stock, net	—	369,520	—
Principal payments on debt	—	(520,000)	—
Distribution of cash earned on employee participation plan	—	(55)	(189)
Issuance of senior unsecured notes, at par	—	1,400,000	—
Issuance of senior secured notes, including premium	—	—	261,250
Issuance costs related to issuances of common stock	(250)	—	—
Net cash from financing activities	13,126	1,217,868	258,740
Effect of exchange rate change on cash	(3,216)	(484)	423
Increase (decrease) in cash and cash equivalents	80,237	(30,887)	(41,487)
Cash and cash equivalents, beginning of year	229,836	260,723	302,210
Cash and cash equivalents, end of year	$ 310,073	$ 229,836	$ 260,723
Supplemental information:			
Cash payments for interest and income taxes:			
Interest paid	$ 75,627	$ 41,817	$ 31,201
Income taxes (received) paid	(8,162)	13,179	48,725
Non-cash investing and financing activities:			
Property, plant and equipment accrued	33,214	29,788	18,682
Transfer of inventory to property, plant and equipment	11,369	—	—
Accrued working capital adjustments	—	(750)	3,694
Assets acquired through capital lease	—	154	1,807

The accompanying notes are an integral part of these consolidated financial statements.

CLEAN HARBORS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)

	Common Stock							
	Number of Shares	$0.01 Par Value	Treasury Stock	Shares Held Under Employee Participation Plan	Additional Paid-in Capital	Accumulated Other Comprehensive Income (loss)	Accumulated Earnings	Total Stockholders' Equity
Balance at January 1, 2011	52,772	$ 528	$ (2,467)	$ (777)	$ 488,384	$ 50,759	$ 244,400	$ 780,827
Net income	—	—	—	—	—	—	127,252	127,252
Elimination of treasury stock	—	—	2,467	—	(2,467)	—	—	—
Other comprehensive loss	—	—	—	—	—	(19,406)	—	(19,406)
Stock-based compensation	322	—	—	—	7,854	—	—	7,854
Issuance of restricted shares, net of shares remitted	(76)	—	—	—	(4,061)	—	—	(4,061)
Shares held under employee participation plan	—	—	—	308	—	—	—	308
Exercise of stock options	71	4	—	—	1,346	—	—	1,350
Net tax benefit on exercise of stock-based awards	—	—	—	—	3,347	—	—	3,347
Employee stock purchase plan	94	—	—	—	3,516	—	—	3,516
Balance at December 31, 2011	53,183	$ 532	$ —	$ (469)	$ 497,919	$ 31,353	$ 371,652	$ 900,987
Net income	—	—	—	—	—	—	129,674	129,674
Other comprehensive income	—	—	—	—	—	18,279	—	18,279
Stock-based compensation	168	—	—	—	7,494	—	—	7,494
Issuance of restricted shares, net of shares remitted	(48)	—	—	—	(2,912)	—	—	(2,912)
Issuance of common stock, net of issuance costs	6,900	69	—	—	369,451	—	—	369,520
Exercise of stock options	47	3	—	—	285	—	—	288
Net tax benefit on exercise of stock-based awards	—	—	—	—	2,546	—	—	2,546
Employee stock purchase plan	135	—	—	—	6,196	—	—	6,196
Balance at December 31, 2012	60,385	$ 604	$ —	$ (469)	$ 880,979	$ 49,632	$ 501,326	$ 1,432,072
Net income	—	—	—	—	—	—	95,566	95,566
Other comprehensive loss	—	—	—	—	—	(69,188)	—	(69,188)
Stock-based compensation	74	—	—	—	8,946	—	—	8,946
Issuance of restricted shares, net of shares remitted	(19)	—	—	—	(731)	—	—	(731)
Issuance costs related to issuances of common stock	—	—	—	—	(250)	—	—	(250)
Exercise of stock options	61	3	—	—	397	—	—	400
Net tax benefit on exercise of stock-based awards	—	—	—	—	1,399	—	—	1,399
Employee stock purchase plan	171	—	—	—	7,425	—	—	7,425
Balance at December 31, 2013	60,672	$ 607	$ —	$ (469)	$ 898,165	$ (19,556)	$ 596,892	$ 1,475,639

The accompanying notes are an integral part of these consolidated financial statements.

(1) OPERATIONS

Clean Harbors, Inc., through its subsidiaries (collectively, the "Company"), is a leading provider of environmental, energy and industrial services throughout North America. On December 28, 2012, the Company acquired 100% of the outstanding common shares of Safety-Kleen, Inc. and its subsidiaries (collectively, "Safety-Kleen"), which is the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and environmental services to commercial, industrial and automotive customers in North America.

(2) SIGNIFICANT ACCOUNTING POLICIES

The accompanying consolidated financial statements of the Company reflect the application of certain significant accounting policies as described below:

Principles of Consolidation

The accompanying consolidated statements include the accounts of Clean Harbors, Inc. and its majority-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions, which are evaluated on an ongoing basis, that affect the amounts reported in the Company's consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable at the time under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and disclosure, if any, of contingent assets and liabilities and reported amounts of revenues and expenses. Actual results could differ from those estimates and judgments.

Reclassifications

Following the acquisition of Safety-Kleen on December 28, 2012, the Company made changes in the first quarter of 2013 to the manner in which it manages its business, make operating decisions and assess performance. The amounts presented for all periods herein have been recast to reflect the impact of such changes. In addition, the December 31, 2012 balance sheet has been adjusted for purchase price measurement period adjustments related to the Safety-Kleen acquisition as disclosed in Note 3, "Business Combinations." Any prior period amounts that were recast as a result of purchase price measurement period adjustments related to the Safety-Kleen acquisition have been labeled "As Adjusted" herein. These reclassifications and adjustments had no effect on consolidated net income, comprehensive income, cash flows or stockholders' equity for any of the periods presented. The Company's revenues and cost of revenues in the consolidated statements of income have been reclassified to conform to the current year presentation.

Fair Value Valuation Hierarchy

The Company defines fair value as the price that would be received to sell an asset or be paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement. Level 1 inputs are quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 2 utilizes quoted market prices in markets that are not active, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency. Level 3 inputs are unobservable inputs for the asset or liability in which there is little, if any, market activity for the asset or liability at the measurement date.

Cash, Cash Equivalents and Uncashed Checks

The Company classifies all highly liquid instruments purchased with maturities of three months or less as cash equivalents.

The Company's cash management program with its revolving credit lender allows for the maintenance of a zero balance in the U.S. bank disbursement accounts that are used to issue vendor and payroll checks. The program can result in checks outstanding in excess of bank balances in the disbursement accounts. When checks are presented to the bank for payment, cash

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

deposits in amounts sufficient to fund the checks are made, at the Company's discretion, either from funds provided by other accounts or under the terms of the Company's revolving credit facility. Therefore, until checks are presented for payment, there is no right of offset by the bank and the Company continues to have control over cash relating to both released as well as unreleased checks. Checks that have been written to vendors or employees but have not yet been presented for payment at the Company's bank are classified as uncashed checks as part of accounts payable and added back to cash balances.

Marketable Securities

The Company has classified its marketable securities as available-for-sale and, accordingly, carries such securities at fair value. Unrealized gains and losses are reported, net of tax, as a component of other comprehensive income. At December 31, 2013 and 2012, marketable securities were $12.4 million and $11.8 million, respectively. Marketable securities are classified as Level 1 in the fair value hierarchy.

Allowances for Doubtful Accounts

On a regular basis, the Company evaluates its accounts receivable and establishes the allowance for doubtful accounts based on an evaluation of historical collection trends, customer concentration, customer credit ratings, current economic trends and changes in customer payment patterns. Past-due receivable balances are written-off when the Company's internal collection efforts have been deemed unsuccessful in collecting the outstanding balance due.

Credit Concentration

Concentration of credit risks in accounts receivable is limited due to the large number of customers comprising the Company's customer base throughout North America. The Company maintains strict policies over credit extension that include credit evaluations, credit limits and collection monitoring procedures on a customer-by-customer basis. However, the Company generally does not require collateral before services are performed. As of December 31, 2013 and 2012, no individual customer accounted for more than 10% of net accounts receivable. During each of the years ended December 31, 2013, 2012 and 2011, no individual customer accounted for more than 10% of total revenues.

Unbilled Receivables

The Company recognizes unbilled accounts receivable for service and disposal transactions rendered but not invoiced to the customer by the end of the period.

Deferred Costs Relating to Deferred Revenue

Commissions and other incremental direct costs, primarily costs of materials and transportation expenses, relating to deferred revenue from the Company’s parts cleaning services, containerized waste services and vacuum services are capitalized and deferred. The deferred costs are included in current assets in the consolidated balance sheet and expensed when the related revenues are recognized.

Inventories and Supplies

Inventories are stated at the lower of cost or market. The cost of oil and oil products is principally determined on a first-in, first-out ("FIFO") basis. The cost of supplies and drums, solvent and solution and other inventories is determined on a FIFO basis or a weighted-average cost basis. Costs for oil and oil products, solvent and repair parts include purchase costs, fleet and fuel costs, direct labor, transportation costs and production related costs. The Company quarterly reviews its inventories for obsolete or unsalable items and adjusts its carrying value to reflect estimated realizable values.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist primarily of prepayments for various services, refundable deposits, and income taxes receivable.

Property, Plant and Equipment (excluding landfill assets)

Property, plant and equipment are stated at cost and include amounts capitalized under capital lease obligations. Expenditures for major renewals and improvements which extend the life or usefulness of the asset are capitalized. Items of an ordinary repair or maintenance nature are charged directly to operating expense as incurred. During the construction and development period of an asset, the costs incurred, including applicable interest costs, are classified as construction-in-progress.

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company depreciates and amortizes the cost of these assets, using the straight-line method as follows:

Asset Classification	Estimated Useful Life
Buildings and building improvements	
Buildings	30–40 years
Leasehold and building improvements	2–40 years
Camp equipment	12–15 years
Vehicles	3–12 years
Equipment	
Capitalized software and computer equipment	3–5 years
Solar equipment	20 years
Containers and railcars	15–20 years
All other equipment	8–20 years
Furniture and fixtures	5–8 years

Leasehold and building improvements have a weighted average life of 8.8 years.

Camp equipment consists of industrial lodging facilities that are utilized to provide lodging services to downstream oil and gas companies in Western Canada.

Solar equipment consists of a solar array that is used to provide electric power for a continuously operating groundwater decontamination pump and treatment system at a closed and capped landfill located in New Jersey.

The Company recognizes an impairment in the carrying value of long-lived assets when the expected future undiscounted cash flows derived from the assets, or group of assets, are less than their carrying value. For the years ended December 31, 2013, 2012 and 2011, the Company did not record impairment charges related to long-lived assets. The Company will continue to assess all of its long-lived assets for impairment as necessary.

Goodwill and Intangible Assets

Goodwill is comprised of the purchase price of business acquisitions in excess of the fair value assigned at acquisition to the net tangible and identifiable intangible assets acquired. Goodwill is not amortized but is reviewed for impairment annually as of December 31, or when events or changes in the business environment indicate that the carrying value of the reporting unit may exceed its fair value, by comparing the fair value of each reporting unit to its carrying value, including goodwill. If the fair value is less than the carrying amount, a more detailed analysis is performed to determine if goodwill is impaired. The loss, if any, is measured as the excess of the carrying value of the goodwill over the implied value of the goodwill.

The Company conducted its annual impairment test of goodwill for all of its seven reporting units as of December 31, 2013 and determined that no adjustment to the carrying value of goodwill for any reporting unit was necessary because the fair values of the reporting units exceeded their respective carrying values. As of December 31, 2013, the fair value of all reporting units, except for the Oil Re-refining and Recycling reporting unit, was determined using solely an income approach (a discounted cash flow analysis) as the fair value for the reporting units significantly exceeded the respective carrying value. The Company corroborated the approach by considering other factors such as the fair value of comparable companies to the its reporting units. The Company also performed a reconciliation of the fair value of all reporting units to the Company's overall market capitalization.

The fair value of the Oil Re-refining and Recycling reporting unit in 2013 was determined using the income approach and the market approach (a comparison to guideline companies). The fair value of the reporting unit exceeded the carrying value by less than 10% at December 31, 2013. This reporting unit had lower than anticipated results that were primarily due to lower oil sales prices and a sales mix more weighted to base oil than blended oil. The lower sales prices reflected general economic conditions in the oil industry in 2013. The financial performance of this reporting unit, which had a goodwill balance of approximately $171.2 million at December 31, 2013, is affected by fluctuations in oil prices and sales mix. The Company will continue to closely monitor the performance of all of its reporting units.

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

During the second quarter of 2013, due to lower than anticipated results in the Oil and Gas Field Services reporting unit, the Company performed an interim sensitivity analysis of the impact of the lower than anticipated results on the reporting unit's fair value in the second quarter, and concluded the fair value of the reporting unit more likely than not exceeded its carrying value at June 30, 2013. The fair value of the Oil and Gas Field Services reporting unit exceeded its carrying value by more than 10% at December 31, 2013. The financial performance of this reporting unit, which had a goodwill balance of approximately $37.5 million at December 31, 2013, is affected by weather conditions and fluctuations in oil and gas prices.

As of December 31, 2012, the Company utilized the income approach (a discounted cash flow analysis) to determine the fair value of the Technical Services, Field Services, Industrial Services and Lodging Services reporting units as the fair value for these reporting units in 2012 significantly exceeded their respective carrying values. The Company corroborated the approach by considering other factors such as the fair value of comparable companies to the Company's reporting units, and also performed a reconciliation of the fair value of all reporting units to the Company's overall market capitalization. The fair value of the Oil and Gas Field Services reporting unit as of December 31, 2012 was determined using a weighted average of the income approach and the market approach (a comparison to guideline companies), weighted primarily on the income approach. The Company utilized a weighted-average of the income approach and the market approach as the fair value under the income approach did not significantly exceed the carrying value due to lower than anticipated financial results of the reporting unit in the third quarter of 2012. The lower than anticipated results were primarily due to the repositioning of certain assets and rental equipment in the second and third quarters of 2012 to meet changing market conditions and unfavorable rain and weather conditions in Western Canada. These changes in the business negatively affected the Company's revenues and profitability. The fair value of the reporting unit exceeded its carrying value by more than 10% at December 31, 2012.

Permits and intangible assets are recorded at cost, such as legal fees, site surveys, engineering costs and other expenditures. Other intangible assets consist primarily of customer and supplier relationships, trademarks and trade names, and non-compete agreements. Permits relating to landfills are amortized on a units-of-consumption basis. All other permits are amortized over periods ranging from 5 to 30 years on a straight-line basis. Other intangible assets are amortized on a straight-line basis over their respective useful lives, which range from 3 to 20 years. Amortization expense was $35.1 million, $17.2 million and $12.4 million for the years ended December 31, 2013, 2012 and 2011, respectively.

Finite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that their carrying value may not be entirely recoverable. When such factors and circumstances exist, management compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amounts. The impairment loss, if any, is measured as the excess of the carrying amount over the fair value of the asset or group of assets.

Indefinite-lived intangible assets are not amortized but are reviewed for impairment annually as of December 31, or when events or changes in the business environment indicate that the carrying value may be impaired. If the fair value of the asset is less than the carrying amount, the Company performs a quantitative test to determine the fair value. The impairment loss, if any, is measured as the excess of the carrying value of the asset over its fair value. The fair value of the indefinite-lived intangible assets exceeded their carrying values at December 31, 2013.

Leases

The Company leases rolling stock, rail cars, equipment, real estate and office equipment under operating leases. Certain real estate leases contain rent holidays and rent escalation clauses. Most of the Company's real estate lease agreements include renewal periods at the Company's option. For its operating leases, the Company recognizes rent holiday periods and scheduled rent increases on a straight-line basis over the lease term beginning with the date the Company takes possession of the leased assets.

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

Landfill Accounting

The Company amortizes landfill improvements, and certain landfill-related permits over their estimated useful lives. The units-of-consumption method is used to amortize land, landfill cell construction, asset retirement costs and remaining landfill cells and sites. The Company also utilizes the units-of-consumption method to record closure and post-closure obligations for landfill cells and sites. Under the units-of-consumption method, the Company includes future estimated construction and asset retirement costs, as well as costs incurred to date, in the amortization base of the landfill assets. Additionally, where appropriate, as described below, the Company includes probable expansion airspace that has yet to be permitted in the calculation of the total remaining useful life of the landfill. If it is determined that expansion capacity should no longer be considered in calculating the recoverability of a landfill asset, the Company may be required to recognize an asset impairment or incur significantly higher amortization expense. If at any time the Company makes the decision to abandon the expansion effort, the capitalized costs related to the expansion effort are expensed immediately.

Landfill assets—Landfill assets include the costs of landfill site acquisition, permits and cell construction incurred to date. These amounts are recorded at cost, which includes capitalized interest as applicable. Landfill assets, net of amortization, are combined with management's estimate of the costs required to complete construction of the landfill to determine the amount to be amortized over the remaining estimated useful economic life of a site. Amortization of landfill assets is recorded on a units-of-consumption basis, such that the landfill assets should be completely amortized at the date the landfill ceases accepting waste. Amortization totaled $16.8 million, $17.3 million and $10.4 million for the years ended December 31, 2013, 2012 and 2011, respectively. Changes in estimated costs to complete construction are applied prospectively to the amortization rate.

Landfill capacity—Landfill capacity, which is the basis for the amortization of landfill assets and for the accrual of final closure and post-closure obligations, represents total permitted airspace plus unpermitted airspace that management believes is probable of ultimately being permitted based on established criteria. The Company applies the following criteria for evaluating the probability of obtaining a permit for future expansion airspace at existing sites, which provides management a basis to evaluate the likelihood of success of unpermitted expansions:

- Personnel are actively working to obtain the permit or permit modifications (land use, state, provincial and federal) necessary for expansion of an existing landfill, and progress is being made on the project.
- Management expects to submit the application within the next year and to receive all necessary approvals to accept waste within the next 5 years.
- At the time the expansion is included in the Company's estimate of the landfill's useful economic life, it is probable that the required approvals will be received within the normal application and processing time periods for approvals in the jurisdiction in which the landfill is located.
- The Company or other owner of the landfill has a legal right to use or obtain the right to use the land associated with the expansion plan.
- There are no significant known political, technical, legal or business restrictions or issues that could impair the success of such expansion.
- A financial feasibility analysis has been completed and the results demonstrate that the expansion will have a positive financial and operational impact such that management is committed to pursuing the expansion.
- Additional airspace and related additional costs, including permitting, final closure and post-closure costs, have been estimated based on the conceptual design of the proposed expansion.

Exceptions to the criteria set forth above may be approved through a landfill-specific approval process that includes approval from the Company's Chief Financial Officer and review by the Audit Committee of the Company's Board of Directors.

As of December 31, 2013, there were two unpermitted expansions at two locations included in the Company's landfill accounting model, which represented 19.1% of the Company's remaining airspace at that date. As of December 31, 2013 and 2012, the unpermitted expansions met the Company's established criteria and were not considered exceptions. If actual expansion airspace is significantly different from the Company's estimate of expansion airspace, the amortization rates used for the units-of-consumption method would change, therefore impacting the Company's profitability. If the Company determines that there is less actual expansion airspace at a landfill, this would increase amortization expense recorded and decrease

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

profitability, while if the Company determines a landfill has more actual expansion airspace, amortization expense would decrease and profitability would increase.

As of December 31, 2013, the Company had 11 active landfill sites (including the Company's two non-commercial landfills), which have estimated remaining lives (based on anticipated waste volumes and remaining highly probable airspace) as follows:

Facility Name	Location	Remaining Lives (Years)	Remaining Highly Probable Airspace (cubic yards) (in thousands)		
			Permitted	Unpermitted	Total
Altair	Texas	12	752	—	752
Buttonwillow	California	27	7,701	—	7,701
Deer Park	Texas	9	342	—	342
Deer Trail	Colorado	41	2,061	—	2,061
Grassy Mountain	Utah	29	2,058	—	2,058
Kimball	Nebraska	10	281	—	281
Lambton	Ontario	49	120	4,708	4,828
Lone Mountain	Oklahoma	17	2,769	—	2,769
Ryley	Alberta	11	912	880	1,792
Sawyer	North Dakota	16	4,007	—	4,007
Westmorland	California	64	2,732	—	2,732
			23,735	5,588	29,323

At December 31, 2013 and 2012, the Company had no cubic yards of permitted, but not highly probable, airspace.

The following table presents the remaining highly probable airspace from January 1, 2011 through December 31, 2013 (in thousands of cubic yards):

	2013	2012	2011
Remaining capacity at January 1,	29,643	27,557	28,557
Addition of highly probable airspace, net	1,218	3,598	102
Consumed	(1,538)	(1,512)	(1,102)
Remaining capacity at December 31,	29,323	29,643	27,557

Amortization of cell construction costs and accrual of cell closure obligations—Landfills are typically comprised of a number of cells, which are constructed within a defined acreage (or footprint). The cells are typically discrete units, which require both separate construction and separate capping and closure procedures. Cell construction costs are the costs required to excavate and construct the landfill cell. These costs are typically amortized on a units-of-consumption basis, such that they are completely amortized when the specific cell ceases accepting waste. In some instances, the Company has landfills that are engineered and constructed as "progressive trenches." In progressive trench landfills, a number of contiguous cells form a progressive trench. In those instances, the Company amortizes cell construction costs over the airspace within the entire trench, such that the cell construction costs will be fully amortized at the end of the trench useful life.

The design and construction of a landfill does not create a landfill asset retirement obligation. Rather, the asset retirement obligation for cell closure (the cost associated with capping each cell) is incurred in relatively small increments as waste is placed in the landfill. Therefore, the cost required to construct the cell cap is capitalized as an asset retirement cost and a liability of an equal amount is established, based on the discounted cash flow associated with each capping event, as airspace is consumed. Spending for cell capping is reflected as environmental expenditures within operating activities in the statement of cash flows.

Landfill final closure and post-closure liabilities—The balance of landfill final closure and post-closure liabilities at December 31, 2013 and 2012 was $27.6 million and $26.7 million, respectively. The Company has material financial commitments for the costs associated with requirements of the Environmental Protection Agency ("EPA") and the comparable regulatory agency in Canada for landfill final closure and post-closure activities. In the United States, the landfill final closure and post-closure requirements are established under the standards of the EPA, and are implemented and applied on a state-by-

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

state basis. The Company develops estimates for the cost of these activities based on an evaluation of site-specific facts and circumstances, including the Company's interpretation of current regulatory requirements and proposed regulatory changes. Such estimates may change in the future due to various circumstances including, but not limited to, permit modifications, changes in legislation or regulations, technological changes and results of environmental studies.

Final closure costs are the costs incurred after the site ceases to accept waste, but before the landfill is certified as closed by the applicable state regulatory agency. These costs generally include the costs required to cap the final cell of the landfill (if not included in cell closure), the costs required to dismantle certain structures for landfills and other landfill improvements, and regulation-mandated groundwater monitoring, and leachate management. Post-closure costs involve the maintenance and monitoring of a landfill site that has been certified closed by the applicable regulatory agency. These costs generally include groundwater monitoring and leachate management. Regulatory post-closure periods are generally 30 years after landfill closure. Final closure and post-closure obligations are accrued on a units-of-consumption basis, such that the present value of the final closure and post-closure obligations are fully accrued at the date the landfill discontinues accepting waste.

Cell closure, final closure and post closure costs (also referred to as "asset retirement obligations") are calculated by estimating the total obligation in current dollars, adjusted for inflation (1.02% during 2013 and 2012) and discounted at the Company's credit-adjusted risk-free interest rate.

Non-Landfill Closure and Post-Closure Liabilities

Non-landfill closure costs include costs required to dismantle and decontaminate certain structures and other costs incurred during the closure process. Post-closure costs, if required, include associated maintenance and monitoring costs as required by the closure permit. Post-closure periods are performance-based and are not generally specified in terms of years in the closure permit, but generally range from 10 to 30 years or more.

The Company records its non-landfill closure and post-closure liability by: (i) estimating the current cost of closing a non-landfill facility and the post-closure care of that facility, if required, based upon the closure plan that the Company is required to follow under its operating permit, or in the event the facility operates with a permit that does not contain a closure plan, based upon legally enforceable closure commitments made by the Company to various governmental agencies; (ii) using probability scenarios as to when in the future operations may cease; (iii) inflating the current cost of closing the non-landfill facility on a probability weighted basis using the inflation rate to the time of closing under each probability scenario; and (iv) discounting the future value of each closing scenario back to the present using the credit-adjusted risk-free interest rate. Non-landfill closure and post-closure obligations arise when the Company commences operations.

The balance of non-landfill closure and post-closure liabilities at December 31, 2013 and 2012 was $19.5 and $17.4 million, respectively. Management bases estimates for non-landfill closure and post-closure liabilities on its interpretation of existing permit and regulatory requirements for closure and post-closure maintenance and monitoring. The Company's cost estimates are calculated using internal sources as well as input from third party experts. Management uses probability scenarios to estimate when future operations will cease and inflates the current cost of closing the non-landfill facility on a probability weighted basis using the appropriate inflation rate and then discounting the future value to arrive at an estimated present value of closure and post-closure costs. The estimates for non-landfill closure and post-closure liabilities are inherently uncertain due to the possibility that permit and regulatory requirements will change in the future, impacting the estimation of total costs and the timing of the expenditures. Management reviews non-landfill closure and post-closure liabilities for changes to key assumptions that would impact the amount of the recorded liabilities. Changes that would prompt management to revise a liability estimate include changes in legal requirements that impact the Company's expected closure plan or scope of work, in the market price of a significant cost item, in the probability scenarios as to when future operations at a location might cease, or in the expected timing of the cost expenditures. Changes in estimates for non-landfill closure and post-closure events immediately impact the required liability and the value of the corresponding asset. If a change is made to a fully-consumed asset, the adjustment is charged immediately to expense. When a change in estimate relates to an asset that has not been fully consumed, the adjustment to the asset is recognized in income prospectively as a component of amortization. Historically, material changes to non-landfill closure and post-closure estimates have been infrequent.

Remedial Liabilities

The balance of remedial liabilities at December 31, 2013 and 2012 was $172.5 million and $183.3 million, respectively. Remedial liabilities, including Superfund liabilities, include the costs of removal or containment of contaminated material, treatment of potentially contaminated groundwater and maintenance and monitoring costs necessary to comply with regulatory

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

requirements. Most of the Company's remedial liabilities relate to the active and inactive hazardous waste treatment and disposal facilities which the Company acquired in the last 12 years and 35 Superfund sites owned by third parties for which the Company agreed to indemnify certain remedial liabilities owed or potentially owed to governmental entities by the sellers of certain assets (the "CSD assets") which the Company acquired in 2002. The Company performed extensive due diligence to estimate accurately the aggregate liability for remedial liabilities to which the Company became potentially liable as a result of the acquisitions. The Company's estimate of remedial liabilities involved an analysis of such factors as: (i) the nature and extent of environmental contamination (if any); (ii) the terms of applicable permits and agreements with regulatory authorities as to cleanup procedures and whether modifications to such permits and agreements will likely need to be negotiated; (iii) the cost of performing anticipated cleanup activities based upon current technology; and (iv) in the case of Superfund and other sites where other parties will also be responsible for a portion of the cleanup costs, the likely allocation of such costs and the ability of such other parties to pay their share. Remedial liabilities and on-going operations are reviewed quarterly and adjustments are made as necessary.

The Company periodically evaluates potential remedial liabilities at sites that it owns or operates or to which the Company or the sellers of the CSD assets (or the respective predecessors of the Company or such sellers) transported or disposed of waste, including 123 Superfund sites as of December 31, 2013. The Company periodically reviews and evaluates sites requiring remediation, including Superfund sites, giving consideration to the nature (i.e., owner, operator, arranger, transporter or generator) and the extent (i.e., amount and nature of waste hauled to the location, number of years of site operations or other relevant factors) of the Company's (or such sellers') alleged connection with the site, the extent (if any) to which the Company believes it may have an obligation to indemnify cleanup costs in connection with the site, the regulatory context surrounding the site, the accuracy and strength of evidence connecting the Company (or such sellers) to the location, the number, connection and financial ability of other named and unnamed potentially responsible parties ("PRPs") and the nature and estimated cost of the likely remedy. Where the Company concludes that it is probable that a liability has been incurred and an amount can be estimated, a provision is made, based upon management's judgment and prior experience, of such estimated liability.

Remedial liabilities are inherently difficult to estimate. Estimating remedial liabilities requires that the existing environmental contamination be understood. There are risks that the actual quantities of contaminants differ from the results of the site investigation, and that contaminants exist that have not been identified by the site investigation. In addition, the amount of remedial liabilities recorded is dependent on the remedial method selected. There is a risk that funds will be expended on a remedial solution that is not successful, which could result in the additional incremental costs of an alternative solution. Such estimates, which are subject to change, are subsequently revised if and when additional or new information becomes available.

Remedial liabilities are discounted only when the timing of the payments is estimable and the amounts are determinable. Management's experience has been that the timing of payments for remedial liabilities is not usually estimable, and therefore the amounts of remedial liabilities are not generally discounted. In the case of remedial liabilities assumed in connection with acquisitions, acquired liabilities are recorded under purchase accounting at fair value. Accordingly, as of the respective acquisition dates, the Company recorded the remedial liabilities assumed as part of acquisitions at their fair value, which were calculated by inflating costs in current dollars using an estimate of future inflation rates as of the respective acquisition dates until the expected time of payment, and then discounting the amount of the payments to their present value using a risk-free discount rate as of the acquisition dates. Discounts were and will be applied to the environmental liabilities as follows:

- Remedial liabilities assumed relating to acquisitions are and will continue to be inflated using the inflation rates at the time of each acquisition (ranging from 1.01% to 2.44%) until the expected time of payment, then discounted at the risk-free interest rate at the time of such acquisition (ranging from 2.88% to 4.9%).
- Remedial liabilities incurred subsequent to the acquisitions and remedial liabilities of the Company that existed prior to the acquisitions have been and will continue to be recorded at the estimated current value of the liabilities, which is usually neither increased for inflation nor reduced for discounting.

Derivative Financial Instruments

The Company uses commodity derivatives to manage against significant fluctuations in oil and oil derivative commodity prices and indices, specifically the ICIS-LOR rate and 6-oil index. All commodity derivatives are comprised of cashless collar contracts related to crude oil prices, pursuant to which the Company sells a call to a bank and then purchases a put from the same bank. The derivative instruments are not designated as hedges and expire in 2014 and 2015. Total derivative instrument asset and total derivative instrument liability are included in the consolidated balance sheets as a component of prepaid

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

expenses and other current assets and accrued expenses, respectively. As of December 31, 2013 and 2012, the fair value of these instruments in the Company's consolidated balance sheets was immaterial.

Letters of Credit

The Company utilizes letters of credit primarily as security for financial assurance which it has been required to provide to regulatory bodies for its hazardous waste facilities and which would be called only in the event that the Company fails to satisfy closure, post-closure and other obligations under the permits issued by those regulatory bodies for such licensed facilities. See Note 10, "Financing Arrangements," for further discussion of financing arrangements. As of December 31, 2013 and 2012, the Company had outstanding letters of credit in an aggregate amount of $140.3 million and $132.6 million, respectively, under the Company's revolving credit facility.

Foreign Currency

During the year ended December 31, 2013 and 2012, the Company had operations in Canada, and to a much lesser extent, Mexico and Trinidad. Assets and liabilities are translated to U.S. dollars at the exchange rate in effect at the balance sheet date and revenue and expenses at the average exchange rate for the period. Gains and losses from the translation of the consolidated financial statements of certain foreign subsidiaries into U.S. dollars are included in stockholders' equity as a component of accumulated other comprehensive income. Gains and losses resulting from foreign currency transactions are recognized in the consolidated statements of income. Recorded balances that are denominated in a currency other than the functional currency are remeasured to the functional currency using the exchange rate at the balance sheet date and gains or losses are recorded in the statements of income.

Revenue Recognition and Deferred Revenue

During 2013, the Company provided environmental, energy and industrial services through five segments: Technical Services, Oil Re-refining and Recycling, SK Environmental Services, Industrial and Field Services, and Oil and Gas Field Services. The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable, and collection is reasonably assured. Revenue is recognized net of estimated allowances. Revenue is generated by short-term projects, most of which are governed by master service agreements that are long-term in nature. The master service agreements are typically entered into with the Company's larger customers and outline the pricing and legal frameworks for such arrangements.

Due to the nature of the business and the complex invoices that result from the services provided, customers may withhold payments and attempt to renegotiate amounts invoiced. Accordingly, management establishes a revenue allowance to cover the estimated amounts of revenue that may need to be credited to customers' accounts in future periods. The Company records a provision for revenue allowances based on specific review of particular customers, historical trends and other relevant information.

Technical Services revenue is generated from fees charged for hazardous material management and disposal services including onsite environmental management services, collection and transportation, packaging, recycling, treatment and disposal of hazardous and non-hazardous waste. Services are provided based on purchase orders or agreements with the customer and include prices based upon units of volume of waste, and transportation and other fees. Collection and transportation, and packaging revenues are recognized when the transported waste is received at the disposal facility. Revenues for treatment and disposal of hazardous waste are recognized upon completion of wastewater treatment, final disposition in a landfill or incineration of the waste, all at Company-owned sites, or when the waste is shipped to a third party for processing and disposal. Revenues from recycled oil and recycled catalyst are recognized upon shipment to the customer. Revenue for all other Technical Services is recognized when services are rendered. The Company, at the request of a customer, periodically enters into bundled arrangements for the collection and transportation and disposal of waste. The Company accounts for such arrangements as multiple-element arrangements with separate units of accounting. The Company measures and allocates the consideration from the arrangement to the separate units, based on evidence of the estimated selling price for each deliverable. Revenues from waste that is not yet completely processed and disposed and the related costs are deferred. The revenue is recognized and the deferred costs are expensed when the related services are completed.

Oil Re-refining and Recycling revenue is generated from re-refining used oil to produce high quality base and blended lubricating oils, and recycling used oil collected in excess of the Company's re-refining capacity into recycled fuel oil. The high quality base and blended lubricating oils are sold to third-party distributors, retailers, government agencies, fleets, railroads and

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

industrial customers. The recycled fuel oil is sold to asphalt plants, industrial plants, blenders, pulp and paper companies, vacuum gas oil producers and marine diesel oil producers. Revenue is recognized upon delivery.

S-K Environmental Services revenue is generated from providing parts cleaning services, containerized waste services, oil collection services and other complementary products and services. Parts cleaning services generally consist of placing a specially designed parts washer at a customer's premises and then, on a recurring basis, delivering clean solvent or aqueous-based washing fluid, cleaning and servicing the parts washer and removing the used solvent or aqueous fluid. The Company also services customer-owned parts washers. Revenue from parts cleaning services is recognized over the service interval. Service intervals represent the actual amount of time between service visits to a particular parts cleaning customer. Average service intervals vary from seven to 14 weeks depending on several factors, such as customer accommodation, types of machines serviced and frequency of use. Containerized waste services consist of profiling, collecting, transporting and recycling or disposing of a wide variety of hazardous and non-hazardous wastes. Collection and transportation, and packaging revenues are recognized when the transported waste is received at the disposal facility. Revenues for treatment and disposal of the waste is recognized upon disposal, or when the waste is shipped to a third party for processing and disposal. Other complementary products and services include vacuum services, allied products and other environmental services. Revenue is recognized when products are delivered and services are performed.

Industrial and Field Services consists primarly of industrial services, field services and lodging services. Industrial Services provides industrial and specialty services, such as high-pressure and chemical cleaning, catalyst handling, decoking, pigging and industrial lodging services to refineries, chemical plants, oil sands facilities, pulp and paper mills, and other industrial facilities. These services are provided based on purchase orders or agreements with the customer and include prices based upon daily, hourly or job rates for equipment, materials and personnel. Revenues are recognized over the term of the agreements or as services are performed. Field Services provides cleanup services on customer sites or other locations on a scheduled or emergency response basis, as well as oil and oil products recycling. The Company's services are provided based on purchase orders or agreements with the customer and include prices based upon daily, hourly or job rates for equipment, materials and personnel. Revenues are recorded as services are performed. Revenue is recognized on contracts with retainage when services have been rendered and collectability is reasonably assured. Revenue for lodging services is recognized in the period each room is used by the customer based on the related lodging agreements. Revenue from the sale of camp accommodations is recognized when products are delivered and services are performed.

Oil and Gas Field Services provides fluid handling, fluid hauling, production servicing, surface rentals, seismic services, and directional boring services to the energy sector serving oil and gas exploration and production and power generation. These services are provided based on purchase orders or agreements with the customer and include prices based upon daily, hourly or job rates for equipment, materials and personnel. Revenues for such services are recognized over the term of the agreements or as services are performed. Oil and Gas Field Services also provides equipment rentals to support drill sites. Revenue from rentals is recognized ratably over the rental period.

Advertising Expense

Advertising costs are expensed as incurred. Advertising expense was approximately $10.8 million in 2013, $5.0 million in 2012 and $3.9 million in 2011.

Stock-Based Compensation

Stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which generally represents the vesting period, and includes an estimate of awards that will be forfeited. The fair value of the Company's grants of restricted stock are based on the quoted market price for the Company's common stock on the respective dates of grant. The fair value of stock options is calculated using the Black-Scholes option-pricing model. Compensation expense is based on the number of options expected to vest. Forfeitures estimated when recognizing compensation expense are adjusted when actual forfeitures differ from the estimate.

Any reduction in taxes payable resulting from tax deductions that exceed the recognized tax benefit associated with compensation expense (excess tax benefits) are credited to additional paid-in capital and windfalls are classified as financing cash flows.

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

There are two major components of income tax expense, current and deferred. Current income tax expense approximates cash to be paid or refunded for taxes for the applicable period. Deferred tax expense or benefit is the result of changes between deferred tax assets and liabilities. Deferred tax assets and liabilities are determined based upon the temporary differences between the financial statement basis and tax basis of assets and liabilities as well as from net operating loss and tax credit carryforwards as measured by the enacted tax rates, which will be in effect when these differences reverse. The Company evaluates the recoverability of future tax deductions and credits and a valuation allowance is established by tax jurisdiction when, based on an evaluation of objective verifiable evidence, it is more likely than not that some portion or all of deferred tax assets will not be realized.

The Company recognizes and measures a tax benefit from uncertain tax positions when it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The Company recognizes a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in a tax return. The Company adjusts these liabilities when its judgment changes as a result of the evaluation of new information not previously available. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate. These differences will be reflected as increases or decreases to income tax expense in the period in which they are determined.

The Company recognizes interest and penalties related to unrecognized tax benefits within the income tax expense line in the consolidated statements of income. Accrued interest and penalties are included within unrecognized tax benefits and other long-term liabilities line in the consolidated balance sheet.

Earnings per Share ("EPS")

Basic EPS is calculated by dividing income available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted EPS gives effect to all potentially dilutive common shares that were outstanding during the period.

Business Combinations

For all business combinations, the Company records 100% of all assets and liabilities of the acquired business, including goodwill, at their fair values. Acquisition-related costs are expensed in the period in which the costs are incurred and the services are received.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board and are adopted by the Company as of the specified effective dates. Unless otherwise discussed below, management believes that the impact of recently issued accounting pronouncements will not have a material impact on the Company's financial position, results of operations and cash flows, or do not apply to the Company's operations.

In July 2013, the Financial Accounting Standards Board (“FASB”) issued ASU 2013-11 *Income Taxes (Topic 740) - Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists.* This standard provides guidance regarding when an unrecognized tax benefit should be classified as a reduction to a deferred tax asset or when it should be classified as a liability in the consolidated balance sheet. The guidance is effective for the Company on January 1, 2014. The Company is still evaluating the impact that ASU No. 2013-11 will have on the presentation of the Company's unrecognized tax benefits. The adoption of ASU No. 2013-11 will not impact the Company's financial condition or results of operations.

In February 2013, the FASB issued ASU 2013-02 *Comprehensive Income (Topic 220) - Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income*. The new guidance requires an entity to provide information about the amounts reclassified out of accumulated other comprehensive income (“AOCI”) by component. Entities are required to present, either on the face of the income statement where net income is presented or in the notes, significant amounts reclassified out of AOCI by respective line items of net income if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required to be reclassified in their entirety to net income, entities are required to cross-reference the disclosures required under U.S. GAAP that provide additional detail about those amounts. This guidance is effective prospectively for annual and interim reporting periods

(2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

beginning after December 31, 2012. The adoption of ASU No. 2013-02, on January 1, 2013, did not impact the Company's financial condition or results of operations.

(3) BUSINESS COMBINATIONS

2013 Acquisitions

Evergreen

On September 13, 2013, the Company acquired 100% of the outstanding common shares of Evergreen Oil, Inc. ("Evergreen") for approximately $55.9 million in cash, net of cash acquired. The purchase price is subject to adjustment upon finalization of Evergreen's net working capital balance as of the closing date. The Company incurred acquisition-related costs of approximately $0.4 million in connection with the transaction, which are included in selling, general and administrative expenses in the consolidated statements of income for the year ended December 31, 2013. As of December 31, 2013, the Company finalized the purchase accounting for the acquisition of Evergreen, except for the other assets, environmental liabilities, taxes and goodwill. The impact of the purchase price measurement period adjustments was not material to the financial statements. Management determined the purchase price allocations based on estimates of the fair values of all tangible and intangible assets acquired and liabilities assumed. The Company believes that such information provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed.

The following table summarizes the recognized amounts of assets acquired and liabilities assumed at September 13, 2013 (in thousands):

	Preliminary Allocations	Measurement Period Adjustments	Allocations as of December 31, 2013
Inventories and supplies	$ 1,206	$ (117)	$ 1,089
Prepaid and other current assets	873	418	1,291
Property, plant and equipment	40,563	—	40,563
Permits and other intangibles	16,500	600	17,100
Deferred tax assets, less current portion	—	2,368	2,368
Other assets	3,607	—	3,607
Current liabilities	(6,108)	(90)	(6,198)
Closure and post-closure liabilities	(659)	—	(659)
Remedial liabilities, less current portion	(2,103)	—	(2,103)
Other long-term liabilities	(1,139)	—	(1,139)
Total identifiable net assets	52,740	3,179	55,919
Goodwill	3,179	(3,179)	—
Total	$ 55,919	$ —	$ 55,919

Evergreen, headquartered in Irvine, California, specializes in the recovery and re-refining of used oil and is currently the second-largest collector of used oil in California. Evergreen owns and operates one of the only oil re-refining operations in the western United States and also offers other ancillary environmental services, including parts cleaning and containerized waste services, vacuum services and hazardous waste management services. The acquisition of Evergreen enables the Company to further penetrate the small quantity waste generator market and further expand its oil re-refining, oil recycling and waste treatment capabilities.

2012 Acquisitions

Safety-Kleen

On December 28, 2012, the Company acquired 100% of the outstanding common shares of Safety-Kleen for approximately $1.26 billion in cash. The Company financed the purchase through a combination of approximately $305.0 million of existing cash, $369.3 million in net proceeds from the Company's public offering of 6.9 million shares of Clean Harbors common stock, and approximately $589.0 million in net proceeds from the Company's private debt offering of $600.0

(3) BUSINESS COMBINATIONS (Continued)

million of 5.125% senior unsecured notes due 2021. During the years ended December 31, 2013 and 2012, the Company incurred acquisition-related costs of approximately $2.7 million and $6.3 million, respectively, in connection with the transaction which are included in selling, general and administrative expenses in the consolidated statements of income. Safety-Kleen, headquartered in Richardson, Texas, is the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and environmental services to commercial, industrial and automotive customers in North America. The acquisition of Safety-Kleen enables the Company to (i) penetrate the small quantity waste generator market, (ii) broaden its waste treatment capabilities to include re-refining waste oil and expanded recycling capabilities, (iii) drive a substantial increase in waste volumes into its existing waste disposal treatment network, (iv) capitalize on the growing demand for recycled products including re-refined oil, (v) enhance its commitment to sustainability, (vi) leverage the combined sales forces to maximize cross-selling opportunities, (vii) leverage operating efficiencies through the combined company and (viii) add to its cash flow.

As of December 31, 2013, the Company finalized the purchase accounting for the acquisition of Safety-Kleen. The purchase accounting measurement period adjustments have been applied retrospectively to the December 31, 2012 balance sheet. Management determined the purchase price allocations based on estimates of the fair values of all tangible and intangible assets acquired and liabilities assumed. The Company believes that such information provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed. The following table summarizes the recognized amounts of assets acquired and liabilities assumed at December 28, 2012 (in thousands):

	Preliminary Allocations	Measurement Period Adjustments	Final Allocations
Inventories and supplies	$ 102,339	$ 5,037	$ 107,376
Other current assets (i)	152,245	3,429	155,674
Property, plant and equipment	514,712	1,290	516,002
Permits and other intangibles	421,400	17,227	438,627
Other assets	4,985	(647)	4,338
Current liabilities	(192,652)	(13,589)	(206,241)
Closure and post-closure liabilities, less current portion	(15,774)	8,221	(7,553)
Remedial liabilities, less current portion	(38,370)	(9,931)	(48,301)
Deferred taxes, unrecognized tax benefits and other long-term liabilities	(128,375)	9,044	(119,331)
Total identifiable net assets	820,510	20,081	840,591
Goodwill (ii)	436,749	(14,056)	422,693
Total (iii)	$ 1,257,259	$ 6,025	$ 1,263,284

(i) The fair value of the assets acquired includes customer receivables with an aggregate fair value of $137.6 million. Combined gross amounts due were $142.7 million.

(ii) Goodwill represents the excess of the fair value of the net assets acquired over the purchase price. Based on the final purchase price allocations, goodwill of $173.2 million, $174.1 million and $75.4 million has been recorded in the Oil Re-refining and Recycling, SK Environmental Services and Industrial and Field Services segments, respectively, and will not be deductible for tax purposes.

(iii) The $6.0 million increase in the purchase price in 2013 was due to finalization of the net working capital balance (excluding cash) as of the closing date.

The Company determined that separate disclosure of Safety-Kleen's revenues and earnings is impracticable for the year ended December 31, 2013 due to the integration of Safety-Kleen's operations into the Company upon acquisition. No revenue, expense, income or loss of Safety-Kleen was included in the Company's consolidated statements of income for the year ended December 31, 2012 due to the immateriality of the operating results subsequent to the December 28, 2012 acquisition date.

The following unaudited pro forma combined summary financial information presented below gives effect to the following transactions as if they had occurred as of January 1, 2011, and assumes that there were no material, non-recurring pro

(3) BUSINESS COMBINATIONS (Continued)

forma adjustments directly attributable to: (i) the acquisition of Safety-Kleen, (ii) the sale of 6.9 million shares of the Company's common stock, (iii) the issuance of $600.0 million aggregate principal amount of 5.125% senior unsecured notes due 2021, and (iv) the payment of related fees and expenses (in thousands).

	2012	2011
Pro forma combined revenues	$ 3,529,592	$ 3,245,637
Pro forma combined net income	$ 125,425	$ 129,242

This pro forma financial information is not necessarily indicative of the Company's consolidated operating results that would have been reported had the transactions been completed as described herein, nor is such information necessarily indicative of the Company's consolidated results for any future period.

Other 2012 Acquisitions

In addition to Safety-Kleen, the Company made three other acquisitions in 2012. The combined purchase price for these other acquisitions was approximately $108.9 million, including the assumption and payment of debt of $7.7 million and post-closing adjustments of $2.1 million based upon finalization of the working capital balances as of the closing date. Acquisition related costs of $0.4 million were included in selling, general and administrative expenses in the Company's consolidated statements of income for the year ended December 31, 2012.

In 2013, the Company finalized the purchase accounting for the three other 2012 acquisitions. The purchase accounting measurement period adjustments recorded in 2013 were not applied retrospectively to the December 31, 2012 balance sheet due to immateriality of the related amounts. Management determined the purchase price allocations based on estimates of the fair values of all tangible and intangible assets acquired and liabilities assumed. The Company believes that such information provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed. The following table summarizes the recognized amounts of assets acquired and liabilities assumed.

(in thousands)	Preliminary Allocations	Measurement Period Adjustments	Final Allocations
Current assets (i)	$ 20,270	$ 117	$ 20,387
Property, plant and equipment	51,901	(8)	51,893
Customer relationships and other intangibles	21,770	(1)	21,769
Other assets	53	4	57
Current liabilities	(5,277)	(22)	(5,299)
Other liabilities	(5,133)	(79)	(5,212)
Total identifiable net assets	83,584	11	83,595
Goodwill (ii)	23,956	1,308	25,264
Total	$ 107,540	$ 1,319	$ 108,859

(i) The fair value of the financial assets acquired included customer receivables with an aggregate fair value of $13.2 million. Combined gross amounts due were $13.5 million.

(ii) Goodwill, which is attributed to expected operating and cross selling synergies, has been assigned to the Industrial and Field Services segment and will not be deductible for tax purposes.

The following unaudited pro forma combined financial data presents information as if the three other 2012 acquisitions had been acquired as of January 1, 2011 and assumes that there were no material, non-recurring pro forma adjustments directly attributable to those acquisitions. The pro forma financial information does not necessarily reflect the actual results that would have been reported had the Company and those three other acquisitions been combined during the periods presented, nor is it necessarily indicative of the future results of operations of the combined companies (in thousands).

	2012	2011
Pro forma combined revenues	$ 2,268,621	$ 2,112,297
Pro forma combined net income	$ 130,322	$ 126,768

(3) BUSINESS COMBINATIONS (Continued)

2011 Acquisitions

Peak

In June 2011, the Company acquired 100% of the outstanding common shares of Peak Energy Services Ltd. ("Peak") (other than the 3.15% of Peak's outstanding common shares which the Company already owned) in exchange for approximately CDN $200.2 million, or U.S. $205.1 million based on an exchange rate of 0.976 CDN $ to one U.S. $ on June 10, 2011. The $205.1 million purchase price included $162.6 million in cash, $38.4 million of debt assumed (net of $15.7 million of cash acquired) and $4.1 million representing the fair value of the Company's previously-owned 3.15% equity interest in Peak. The Company's previously-owned 3.15% equity interest in Peak was remeasured to fair value at the acquisition date and the $1.9 million gain, previously unrealized and recorded in accumulated other comprehensive income, was recognized in other income. Acquisition-related costs of $0.7 million were included in selling, general and administrative expenses in the Company's consolidated statements of income for the year ended December 31, 2011.

Peak is a diversified energy services corporation operating in western Canada and the U.S. Through its various operating divisions, Peak provides drilling and production equipment and services to its customers in the conventional and unconventional oil and natural gas industries as well as the oil sands region of western Canada. Peak also provides water technology solutions to a variety of customers throughout North America. This acquisition expanded the Company's presence in the energy services marketplace, particularly in the area of oil and natural gas drilling and production support. The Peak business has been integrated within the Oil and Gas Field Services and Industrial and Field Services segments of the Company's operations and reporting structure.

In 2012, the Company finalized the purchase accounting for the acquisition of Peak. The following table summarizes the amounts of assets acquired and liabilities assumed at June 10, 2011 (in thousands).

	Final Allocations
Current assets(i)	$ 45,222
Property, plant and equipment	151,574
Identifiable intangible assets	12,337
Other assets	8,009
Current liabilities	(28,785)
Asset retirement obligations	(103)
Other liabilities	(11,341)
Total identifiable net assets	176,913
Goodwill(ii)	28,220
Total	$ 205,133

(i) The fair value of the financial assets acquired included customer receivables with a fair value of $33.3 million. The gross amount due was $34.7 million.

(ii) Goodwill, which is attributable to expected operating and cross-selling synergies, will not be deductible for tax purposes. Goodwill of $12.9 million and $15.3 million has been recorded in the Oil and Gas Field Services and Industrial and Field Services segments, respectively.

Other 2011 Acquisitions

In addition to Peak, the Company acquired in 2011 (i) certain assets of a Canadian public company which is engaged in the business of providing geospatial, line clearing and drilling services in Canada and the United States; (ii) all of the outstanding stock of a privately owned U.S. company which specializes in treating refinery waste streams primarily in the United States; and (iii) all of the outstanding stock of a privately owned Canadian company which manufactures modular buildings. The combined purchase price for the three acquisitions was approximately $142.1 million, including the assumption and payment of debt of $25.2 million, and post-closing adjustments of $4.5 million based upon the target amounts of working capital. Acquisition related costs of $0.8 million were included in selling, general and administrative expenses in the Company's consolidated statements of income for the year ended December 31, 2011.

(3) BUSINESS COMBINATIONS (Continued)

In 2012, the Company finalized the purchase accounting for the three other 2011 acquisitions. The following table summarizes the recognized amounts of assets acquired and liabilities assumed (in thousands).

	Final Allocations
Current assets (i)	$ 41,551
Property, plant and equipment	62,969
Customer relationships and other intangibles	23,371
Other assets	1,671
Current liabilities	(23,148)
Asset retirement obligations	(200)
Other liabilities	(2,419)
Total identifiable net assets	103,795
Goodwill (ii)	38,339
Total	$ 142,134

(i) The fair value of the financial assets acquired included customer receivables with an aggregate fair value of $21.4 million. Combined gross amounts due were $22.1 million.

(ii) Goodwill of $13.3 million, $11.1 million and $13.9 million has been assigned to the Oil and Gas Field Services, Technical Services and the Industrial and Field Services segments, respectively, and will not be deductible for tax purposes.

(4) INVENTORIES AND SUPPLIES

Inventories and supplies consisted of the following (in thousands):

	December 31, 2013	December 31, 2012 (As Adjusted)
Oil and oil products	$ 59,639	$ 76,791
Supplies and drums	64,471	69,521
Solvent and solutions	10,100	9,398
Other	17,886	20,768
Total inventories and supplies	$ 152,096	$ 176,478

(5) PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following (in thousands):

	December 31, 2013	December 31, 2012 (As Adjusted)
Land	$ 99,794	$ 104,379
Asset retirement costs (non-landfill)	10,938	10,111
Landfill assets	100,983	77,952
Buildings and improvements	327,956	359,816
Camp equipment	187,831	135,827
Vehicles	425,296	385,172
Equipment	1,201,296	1,034,856
Furniture and fixtures	5,260	3,735
Construction in progress	58,010	34,124
	2,417,364	2,145,972
Less - accumulated depreciation and amortization	815,194	612,919
Total property, plant and equipment, net	$ 1,602,170	$ 1,533,053

Interest in the amount of $0.9 million, $0.2 million and $0.5 million was capitalized to fixed assets during the years ended December 31, 2013, 2012 and 2011, respectively. Depreciation and amortization expense was $212.5 million, $127.2 million and $99.9 million for the years ended December 31, 2013, 2012 and 2011, respectively.

(6) GOODWILL AND OTHER INTANGIBLE ASSETS

The changes to goodwill for the years ended December 31, 2013 and 2012 were as follows (in thousands):

	2013	2012 (As Adjusted)
Balance at January 1	$ 579,715	$ 122,392
Acquired from acquisitions	—	450,525
Increase from adjustments related to the acquisitions during the measurement period	1,308	5,037
Foreign currency translation	(10,063)	1,761
Balance at December 31	$ 570,960	$ 579,715

(6) GOODWILL AND OTHER INTANGIBLE ASSETS (Continued)

As of December 31, 2013 and 2012, the Company's finite-lived and indefinite lived intangible assets consisted of the following (in thousands):

	December 31, 2013				December 31, 2012 (As Adjusted)			
	Cost	Accumulated Amortization	Net	Weighted Average Amortization Period (in years)	Cost	Accumulated Amortization	Net	Weighted Average Amortization Period (in years)
Permits	$157,327	$ 50,858	$106,469	19.6	$149,361	$ 46,282	$103,079	21.8
Customer and supplier relationships	377,899	52,814	325,085	12.1	377,702	27,740	349,962	12.9
Other intangible assets	29,299	15,518	13,781	3.3	23,604	12,121	11,483	3.0
Total amortizable permits and other intangible assets	564,525	119,190	445,335	12.2	550,667	86,143	464,524	13.2
Trademarks and trade names	124,638	—	124,638	Indefinite	125,520	—	125,520	Indefinite
Total permits and other intangible assets	$689,163	$ 119,190	$569,973		$676,187	$ 86,143	$590,044	

As of December 31, 2013, the Company's finite-lived intangible assets related to its acquisition of Evergreen consisted of the following (in thousands):

	December 31, 2013	
	Cost	Weighted Average Amortization Period (in years)
Permits	$ 10,000	25.0
Supplier relationships	6,500	7.0
Other intangible assets	600	12.0
Total amortizable permits and other intangible assets	$ 17,100	12.4

The expected amortization of the net carrying amount of finite-lived intangible assets at December 31, 2013 (in thousands):

Years Ending December 31,	Expected Amortization
2014	$ 35,871
2015	34,922
2016	34,146
2017	32,658
2018	30,367
Thereafter	277,371
	$ 445,335

(7) ACCRUED EXPENSES

Accrued expenses consisted of the following at December 31 (in thousands):

	December 31, 2013	December 31, 2012 (As Adjusted)
Insurance	$ 57,993	$ 48,245
Interest	20,731	20,061
Accrued compensation and benefits	60,902	68,311
Income, real estate, sales and other taxes	38,938	37,570
Other	58,265	72,167
	$ 236,829	$ 246,354

(8) CLOSURE AND POST-CLOSURE LIABILITIES

The changes to closure and post-closure liabilities (also referred to as "asset retirement obligations") from January 1, 2012 through December 31, 2013 were as follows (in thousands):

	Landfill Retirement Liability	Non-Landfill Retirement Liability	Total
Balance at January 1, 2012	$ 25,764	$ 9,117	$ 34,881
Liabilities assumed in Safety-Kleen acquisition	—	7,553	7,553
New asset retirement obligations	3,257	—	3,257
Accretion	2,897	1,096	3,993
Changes in estimates recorded to statement of income	133	1,061	1,194
Changes in estimates recorded to balance sheet	(3,086)	15	(3,071)
Expenditures	(2,382)	(1,463)	(3,845)
Currency translation and other	75	10	85
Balance at December 31, 2012 (As Adjusted)	26,658	17,389	44,047
Liabilities assumed in Evergreen acquisition	—	659	659
New asset retirement obligations	4,515	—	4,515
Accretion	3,016	1,730	4,746
Changes in estimates recorded to statement of income	(409)	47	(362)
Changes in estimates recorded to balance sheet	(1,697)	181	(1,516)
Expenditures	(4,175)	(347)	(4,522)
Currency translation and other	(304)	(178)	(482)
Balance at December 31, 2013	$ 27,604	$ 19,481	$ 47,085

All of the landfill facilities included in the above table were active as of December 31, 2013. The changes in estimates for non-landfill retirement liabilities in 2012 were primarily related to one site where the timing of the closure was accelerated.

On July 30, 2012, the Company issued $800.0 million senior unsecured notes and on December 7, 2012, the Company issued $600.0 million senior unsecured notes resulting in the Company recalculating its credit-adjusted risk-free rate. New asset retirement obligations were discounted at the rate of 8.56% during the period January through July 2012, 6.66% during the period August through December 7, 2012 and 6.60% thereafter.

(8) CLOSURE AND POST-CLOSURE LIABILITIES (Continued)

Anticipated payments (based on current estimated costs and anticipated timing of necessary regulatory approvals to commence work on closure and post-closure activities) for each of the next five years and thereafter are as follows (in thousands):

Year ending December 31,	
2014	$ 7,017
2015	8,607
2016	6,860
2017	4,526
2018	8,164
Thereafter	259,837
Undiscounted closure and post-closure liabilities	295,011
Less: Discount at credit-adjusted risk-free rate	(160,091)
Less: Undiscounted estimated closure and post-closure liabilities relating to airspace not yet consumed	(87,835)
Present value of closure and post-closure liabilities	$ 47,085

(9) REMEDIAL LIABILITIES

The changes to remedial liabilities from January 1, 2012 through December 31, 2013 were as follows (in thousands):

	Remedial Liabilities for Landfill Sites	Remedial Liabilities for Inactive Sites	Remedial Liabilities (Including Superfund) for Non-Landfill Operations	Total
Balance at January 1, 2012	$ 5,600	$ 78,449	$ 51,271	$ 135,320
Liabilities assumed in Safety-Kleen acquisition	—	10,485	48,188	58,673
Accretion	276	3,456	2,192	5,924
Changes in estimates recorded to statement of income	(31)	(5,978)	(3,643)	(9,652)
Expenditures	(82)	(4,851)	(2,413)	(7,346)
Currency translation and other	66	3	358	427
Balance at December 31, 2012 (As Adjusted)	5,829	81,564	95,953	183,346
Liabilities assumed in Evergreen acquisition	—	—	2,384	2,384
Accretion	281	3,302	3,212	6,795
Changes in estimates recorded to statement of income	(190)	(2,813)	(317)	(3,320)
Expenditures	(93)	(7,599)	(7,202)	(14,894)
Currency translation and other	(203)	(192)	(1,418)	(1,813)
Balance at December 31, 2013	$ 5,624	$ 74,262	$ 92,612	$ 172,498

In 2013, the benefit resulting from changes in remedial liability estimates was primarily due to two sites. One site received site closure approval, which resulted in re-evaluating and removing certain compensation costs, and at the other site the Company received a favorable notification from the PRPs group which indicated that the Interim Remedial Measure work has been completed and was fully funded by a trust held by the regulatory agency and from funds collected from settling PRPs.

In 2012, the benefit resulting from the changes in estimates for inactive sites primarily related to three sites. Updates to the scope of work at two sites and favorable environmental studies at a third site led to reductions in related remedial liabilities. The benefit resulting from the changes in estimates for non-landfill sites was primarily due to the implementation of a new technology to replace the traditional pump and treat method of handling wastewater at one site.

(9) REMEDIAL LIABILITIES (Continued)

Anticipated payments at December 31, 2013 (based on current estimated costs and anticipated timing of necessary regulatory approvals to commence work on remedial activities) for each of the next five years and thereafter are as follows (in thousands):

Year ending December 31,		
2014	$	24,095
2015		19,095
2016		14,305
2017		10,950
2018		13,416
Thereafter		125,003
Undiscounted remedial liabilities		206,864
Less: Discount		(34,366)
Total remedial liabilities	$	172,498

Based on currently available facts and legal interpretations, existing technology, and presently enacted laws and regulations, the Company estimates that its aggregate liabilities as of December 31, 2013 for future remediation relating to all of its owned or leased facilities and the Superfund sites for which the Company has current or potential future liability is approximately $172.5 million. The Company also estimates that it is reasonably possible that the amount of such total liabilities could be as much as $23.7 million more. Future changes in either available technology or applicable laws or regulations could affect such estimates of remedial liabilities. Since the Company's satisfaction of the liabilities will occur over many years, the Company cannot now reasonably predict the nature or extent of future changes in either available technology or applicable laws or regulations and the impact that those changes, if any, might have on the current estimates of remedial liabilities.

The following tables show, respectively, (i) the amounts of such estimated liabilities associated with the types of facilities and sites involved and (ii) the amounts of such estimated liabilities associated with each facility or site which represents at least 5% of the total and with all other facilities and sites as a group.

Estimates Based on Type of Facility or Site (in thousands):

Type of Facility or Site	Remedial Liability		% of Total	Reasonably Possible Additional Liabilities(1)	
Facilities now used in active conduct of the Company's business (67 facilities)	$	83,122	48.2%	$	10,795
Inactive facilities not now used in active conduct of the Company's business but most of which were acquired because the assumption of remedial liabilities for such facilities was part of the purchase price for the CSD assets (40 facilities)		74,227	43.0		11,385
Superfund sites owned by third parties (30 sites)		15,149	8.8		1,515
Total	$	172,498	100.0%	$	23,695

(1) Amounts represent the high end of the range of management's best estimate of the reasonably possible additional liabilities.

(9) REMEDIAL LIABILITIES (Continued)

Estimates Based on Amount of Potential Liability (in thousands):

Location	Type of Facility or Site	Remedial Liability	% of Total	Reasonably Possible Additional Liabilities(1)
Baton Rouge, LA(2)	Closed incinerator and landfill	$ 29,369	17.0%	$ 4,443
Bridgeport, NJ	Closed incinerator	19,521	11.3	2,599
Mercier, Quebec(2)	Idled incinerator and legal proceedings	13,970	8.1	1,520
Various(2)	All other incinerators, landfills, wastewater treatment facilities and service centers (104 facilities)	94,489	54.8	13,618
Various(2)	Superfund sites (each representing less than 5% of total liabilities) owned by third parties (30 sites)	15,149	8.8	1,515
Total		$ 172,498	100.0%	$ 23,695

(1) Amounts represent the high end of the range of management's best estimate of the reasonably possible additional liabilities.

(2) $34.6 million of the $172.5 million remedial liabilities and $3.5 million of the $23.7 million reasonably possible additional liabilities include estimates of remediation liabilities related to the legal and administrative proceedings discussed in Note 16, "Commitments and Contingencies," as well as other such estimated remedial liabilities.

Revisions to remediation reserve requirements may result in upward or downward adjustments to income from operations in any given period. The Company believes that its extensive experience in the environmental services business, as well as its involvement with a large number of sites, provides a reasonable basis for estimating its aggregate liability. It is possible, however, that technological, regulatory or enforcement developments, the results of environmental studies, or other factors could necessitate the recording of additional liabilities or the revision of currently recorded liabilities that could be material. The impact of such future events cannot be estimated at the current time.

(10) FINANCING ARRANGEMENTS

The following table is a summary of the Company's financing arrangements (in thousands):

	December 31, 2013	December 31, 2012
Senior unsecured notes, at 5.25%, due August 1, 2020	$ 800,000	$ 800,000
Senior unsecured notes, at 5.125%, due June 1, 2021	600,000	600,000
Long-term obligations	$ 1,400,000	$ 1,400,000

Senior Unsecured Notes, at 5.25%, due August 1, 2020. On July 30, 2012, the Company issued through a private placement $800.0 million aggregate principal amount of 5.25% senior unsecured notes due 2020 ("2020 Notes"). The Company used the net proceeds from such private placement to fund the redemption and repurchase of the $520 million aggregate principal amount of 7.625% senior secured notes due 2016 ("2016 Notes"), to finance a portion of the purchase price for its 2012 acquisitions and for general corporate purposes. On November 16, 2012, the Company completed an exchange offer for the unregistered 2020 Notes originally issued in the private placement for an equivalent amount of 2020 Notes the Company had registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a registration statement which became effective in October 2012. At December 31, 2013 and 2012, the fair value of the Company's 2020 Notes was $804.2 million and $816.0 million, respectively, based on quoted market prices or other available market data. The fair value of the 2020 Notes is considered a Level 2 measure according to the fair value hierarchy.

(10) FINANCING ARRANGEMENTS (Continued)

The principal terms of the 2020 Notes are as follows:

The 2020 Notes will mature on August 1, 2020. The notes bear interest at a rate of 5.25% per annum. Interest is payable semi-annually on February 1 and August 1 of each year, commencing on February 1, 2013. The Company may redeem some or all of the 2020 Notes at any time on or after August 1, 2016 upon proper notice, at the following redemption prices plus unpaid interest:

Year	Percentage
2016	102.625%
2017	101.313%
2018 and thereafter	100.000%

At any time, or from time to time, prior to August 1, 2015, the Company may also redeem up to 35% of the aggregate principal amount of all the 2020 Notes issued under the indenture at a redemption price of 105.25% of the principal amount, plus accrued and unpaid interest, using proceeds from certain equity offerings, provided that after such redemption the aggregate principal amount of outstanding 2020 Notes must equal at least 65% of the aggregate principal amount of 2020 Notes issued under the indenture. Additionally, at any time, or from time to time, prior to August 1, 2016, the Company may also redeem some or all of the 2020 Notes at a redemption price of 100% of the principal amount plus a make-whole premium and any accrued and unpaid interest.

The 2020 Notes and the related indenture contain various customary non-financial covenants and are guaranteed by substantially all of the Company's current and future domestic restricted subsidiaries. The 2020 Notes are the Company's and the guarantors' senior unsecured obligations ranking equally with the Company's and the guarantors' existing and future senior unsecured obligations and senior to any future indebtedness that is expressly subordinated to the 2020 Notes and the guarantees. The 2020 Notes and the guarantees rank effectively junior in right of payment to the Company's and the guarantors' secured indebtedness (including loans and reimbursement obligations in respect of outstanding letters of credit) under the Company's revolving credit facility and capital lease obligations to the extent of the value of the assets securing such secured indebtedness. The 2020 Notes are not guaranteed by the Company's Canadian or other foreign subsidiaries, and the 2020 Notes are structurally subordinated to all indebtedness and other liabilities, including trade payables, of the Company's subsidiaries that are not guarantors of the 2020 Notes.

Senior Unsecured Notes, at 5.125%, due June 1, 2021. On December 7, 2012, the Company issued through a private placement $600.0 million aggregate principal amount of 5.125% senior unsecured notes due 2021 ("2021 Notes"). The Company used the net proceeds from such private placement to fund a portion of the purchase price to acquire Safety-Kleen. On May 21, 2013, the Company completed an exchange offer for the unregistered 2021 Notes originally issued in the private placement for an equivalent amount of 2021 Notes the Company had registered under the Securities Act pursuant to a registration statement which became effective in April 2013. At December 31, 2013 and 2012, the fair value of the Company's 2021 Notes was $601.6 million and $623.5 million, respectively, based on quoted market prices or other available market data. The fair value of the 2021 Notes is considered a Level 2 measure according to the fair value hierarchy.

The principal terms of the 2021 Notes are as follows:

The 2021 Notes will mature on June 1, 2021. The notes bear interest at a rate of 5.125% per annum. Interest is payable semi-annually on June 1 and December 1 of each year, commencing on June 1, 2013. The Company may redeem some or all of the 2021 Notes at the following redemption prices (expressed as percentages of the principal amount) if redeemed.

Year	Percentage
2016	102.563%
2017	101.281%
2018 and thereafter	100.000%

At any time, or from time to time, prior to December 1, 2015, the Company may also redeem up to 35% of the aggregate principal amount of all of the 2021 Notes issued under the indenture at a redemption price equal to 105.125% of the principal amount, plus accrued and unpaid interest, using proceeds from certain equity offerings, provided that after such redemption the aggregate principal amount of outstanding 2021 Notes must equal at least 65% of the aggregate principal amount of 2021 Notes issued under the indenture. Additionally, at any time, or from time to time, prior to December 1, 2016, the Company may

(10) FINANCING ARRANGEMENTS (Continued)

redeem some or all of the 2021 Notes at a price equal to 100% of the principal amount plus a make-whole premium and accrued and unpaid interest.

The 2021 Notes and the related indenture contain various customary non-financial covenants and are guaranteed by substantially all the Company's current and future domestic restricted subsidiaries. The 2021 Notes are the Company's and the guarantors' senior unsecured obligations ranking equally with the Company's and the guarantors' existing and future senior unsecured obligations and senior to any future indebtedness that is expressly subordinated to the 2021 Notes and the guarantees. The 2021 Notes are effectively subordinated to all of the Company's and the Company's subsidiaries secured indebtedness under the Company's revolving credit facility and capital lease obligations to the extent of the value of the assets securing such secured indebtedness. The 2021 Notes are not guaranteed by the Company's existing and future Canadian or other foreign subsidiaries, and the 2021 Notes are structurally subordinated to all indebtedness and other liabilities, including trade payables, of the Company's subsidiaries that are not guarantors of the 2021 Notes.

Revolving Credit Facility. On January 17, 2013, the Company entered into an amendment and restatement of the previously existing revolving credit facility with Bank of America, N.A. (“BofA”), as agent for the lenders under the facility. The principal changes to the terms of the facility were to:

(i) increase the maximum amount of borrowings and letters of credit which the Company may obtain under the facility from $250.0 million to $400.0 million (with a $325.0 million sub-limit for letters of credit);

(ii) provide that of such $400.0 million maximum amount, $300.0 million (with a $250.0 million sub-limit for letters of credit) will be available for Clean Harbors, Inc. ("Parent") and its domestic subsidiaries and $100.0 million (with a $75.0 million sub-limit for letters of credit) will be available for Parent's Canadian subsidiaries;

(iii) reduce the interest rate on borrowings under the facility, in the case of LIBOR loans, from LIBOR plus an applicable margin ranging (depending primarily on the Company's fixed charge coverage ratio for the most recently completed four fiscal quarters) from 1.75% to 2.25% per annum to LIBOR plus an applicable margin ranging from 1.50% to 2.00% per annum, and, in the case of base rate loans, from BofA's base rate plus an applicable margin ranging from 0.75% to 1.25% per annum to BofA's base rate plus an applicable margin ranging from 0.50% to 1.00% per annum, and with such reduced applicable margin for LIBOR loans also to be the annual fee for outstanding letters of credit; and

(iv) extend the term of the facility so that it will expire on January 17, 2018.

Available credit for Parent and its domestic subsidiaries is subject to 85% of their eligible accounts receivable and 100% of their cash deposited in a controlled account with the agent. The revolving credit facility is guaranteed by all of Parent’s domestic subsidiaries and secured by substantially all of Parent’s and its domestic subsidiaries’ assets. Available credit for Parent’s Canadian subsidiaries is subject to 85% of their eligible accounts receivable and 100% of their cash deposited in a controlled account with the agent’s Canadian affiliate. The obligations of the Canadian subsidiaries under the revolving credit facility are guaranteed by all of Parent’s Canadian subsidiaries and secured by the accounts receivable of the Canadian subsidiaries, but the Canadian subsidiaries do not guarantee and are not otherwise responsible for the obligations of Parent or its domestic subsidiaries.

At December 31, 2013 and 2012, the revolving credit facility had no outstanding loan balances, $259.7 million and $117.4 million, respectively, available to borrow and $140.3 million and $132.6 million, respectively, of letters of credit outstanding.

(11) INCOME TAXES

The domestic and foreign components of income before provision for income taxes were as follows (in thousands):

	For the Year Ended December 31,		
	2013	2012	2011
Domestic	$ 85,775	$ 90,240	$ 128,201
Foreign	58,110	37,490	56,477
Total	$ 143,885	$ 127,730	$ 184,678

The provision (benefit) for income taxes consisted of the following (in thousands):

	For the Year Ended December 31,		
	2013	2012	2011
Current:			
Federal (i)	$ 5,264	$ (29,401)	$ 16,285
State	5,006	(10,736)	6,002
Foreign	6,930	4,030	(2,697)
	17,200	(36,107)	19,590
Deferred			
Federal	20,574	23,521	22,455
State	2,074	2,865	2,710
Foreign	8,471	7,777	12,671
	31,119	34,163	37,836
Net provision (benefit) for income taxes	$ 48,319	$ (1,944)	$ 57,426

(i) The 2012 benefit includes a decrease in unrecognized tax benefits of $52.4 million (net of interest and penalties of $29.3 million) resulting from expiring statute of limitation periods related to an historical Canadian debt restructuring transaction.

The Company's effective tax rate for fiscal years 2013, 2012 and 2011 was 33.6 percent, (1.5) percent and 31.1 percent, respectively. The effective income tax rate varied from the amount computed using the statutory federal income tax rate as follows (in thousands):

	For the Year Ended December 31,		
	2013	2012	2011
Tax expense at US statutory rate	$ 50,360	$ 44,705	$ 64,637
State income taxes, net of federal benefit	4,052	3,526	5,788
Foreign rate differential	(10,478)	(8,607)	(10,229)
Non-deductible transaction costs	657	2,229	416
Uncertain tax position releases	(4,010)	(52,424)	(6,156)
Uncertain tax position interest and penalties	457	1,658	2,240
Other	7,281	6,969	730
Net provision (benefit) for income taxes	$ 48,319	$ (1,944)	$ 57,426

(11) INCOME TAXES (Continued)

The components of the total net deferred tax assets and liabilities at December 31, 2013 and 2012 were as follows (in thousands):

	2013	2012 (As Adjusted)
Deferred tax assets:		
Workers compensation accrual	$ 11,825	$ 10,772
Provision for doubtful accounts	7,370	5,913
Closure, post-closure and remedial liabilities	53,302	54,941
Accrued expenses	19,671	19,198
Accrued compensation	5,681	2,506
Net operating loss carryforwards(1)	77,700	95,366
Tax credit carryforwards(2)	29,985	31,932
Uncertain tax positions accrued interest and federal benefit	1,949	2,200
Stock-based compensation	1,159	844
Other	2,170	2,570
Total deferred tax assets	210,812	226,242
Deferred tax liabilities:		
Property, plant and equipment	(225,271)	(215,581)
Permits and other intangible assets	(159,223)	(160,531)
Total deferred tax liabilities	(384,494)	(376,112)
Total net deferred tax liability before valuation allowance	(173,682)	(149,870)
Less valuation allowance	(29,726)	(26,325)
Net deferred tax liabilities	$ (203,408)	$ (176,195)

(1) As of December 31, 2013, the net operating loss carryforwards included (i) state net operating loss carryovers of $219.0 million which will begin to expire in 2014, (ii) federal net operating loss carryforwards of $163.0 million which will begin to expire in 2025, and (iii) foreign net operating loss carryforwards of $49.0 million which will begin to expire in 2014.

(2) As of December 31, 2013, the foreign tax credit carryforwards of $30.0 million will expire between 2014 and 2023.

During 2013, the Company decreased taxes payable for adjustments related to realized and recognized tax benefits of $7.1 million related to exercises of non-qualified stock options and the vesting of restricted stock of which $1.4 million resulted in an increase to additional paid-in capital.

The Company does not accrue U.S. tax for foreign earnings that it considers to be permanently reinvested outside the United States. Consequently, the Company has not provided any U.S. tax on the unremitted earnings of its foreign subsidiaries. As of December 31, 2013, the amount of earnings for which no repatriation tax has been provided was $133.9 million. It is not practicable to estimate the amount of additional tax that might be payable on those earnings if repatriated.

A valuation allowance is required to be established when, based on an evaluation of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Accordingly, as of December 31, 2013, 2012 and 2011, the Company had a valuation allowance of $29.7 million, $26.3 million and $11.5 million, respectively. The total allowance as of December 31, 2013 consisted of $13.4 million of foreign tax credits, $7.0 million of state net operating loss carryforwards, $7.5 million of foreign net operating loss carryforwards and $1.8 million for the deferred tax assets of a Canadian subsidiary. The allowance as of December 31, 2012 consisted of $17.6 million of foreign tax credits, $1.4 million of state net operating loss carryforwards and $7.3 million of foreign net operating loss carryforwards. The allowance as of December 31, 2011 consisted of $10.2 million of foreign tax credits, $1.1 million of state net operating loss carryforwards and $0.2 million of foreign net operating loss carryforwards.

(11) INCOME TAXES (Continued)

Included in the balance of liabilities for uncertain tax positions at December 31, 2013 and 2012 was $1.5 million and $4.9 million, respectively, of unrecognized tax benefits (including interest and penalties) that, if recognized, would affect the annual effective income tax rate.

The Company's policy is to recognize interest and penalties related to income tax matters as a component of income tax expense. The liability for unrecognized tax benefits at December 31, 2013 included accrued interest of $0.2 million. Interest expense that is recorded as a tax expense against the liability for unrecognized tax benefits for the years ended December 31, 2013, 2012 and 2011 included interest and penalties of $0.3 million, $2.8 million and $3.4 million, respectively.

The changes to unrecognized tax benefits (excluding related penalties and interest) from January 1, 2011 through December 31, 2013, were as follows (in thousands):

	2013	2012	2011	Description
Unrecognized tax benefits as of January 1	$ 3,543	$ 36,217	$ 39,709	
Gross adjustments in tax positions	210	—	(302)	Additional Canadian liabilities
Gross increases due to current year acquisitions	—	2,652	376	Additional U.S. and Canadian liabilities
Settlements	—	—	(75)	Required payments
Expiration of statute of limitations	(2,843)	(35,328)	(3,436)	U.S. and Canadian
Foreign currency translation	394	2	(55)	Currency translation adjustment
Unrecognized tax benefits as of December 31	$ 1,304	$ 3,543	$ 36,217	

Total unrecognized tax benefits, other than adjustments for additional accruals for interest and penalties and foreign currency translation, decreased in 2012 by approximately $52.4 million. The $52.4 million (net of interest and penalties of $29.3 million) was recorded in earnings and therefore impacted the effective income tax rate. Approximately $52.1 million was due to expiring statute of limitation periods related to a historical Canadian debt restructuring transaction and $0.3 million was related to the conclusion of examinations with state taxing authorities and the expiration of various state statute of limitation periods.

As of December 31, 2013, the Company had recorded $1.3 million of liabilities for unrecognized tax benefits and $0.2 million related to interest. As of December 31, 2012, the Company had recorded $3.5 million of liabilities for unrecognized tax benefits and $1.4 million related to interest and penalties.

The Company files U.S. federal income tax returns as well as income tax returns in various states and foreign jurisdictions. The Company may be subject to examination by the Internal Revenue Service (the "IRS") for calendar years 2010 through 2012. Additionally, any net operating losses that were generated in prior years and utilized in these years may also be subject to examination by the IRS. The Company may also be subject to examinations by state and local revenue authorities for calendar years 2009 through 2012. The Company is currently not under examination by the IRS. The Company has ongoing U.S. state and local jurisdictional audits, as well as Canadian federal and provincial audits, all of which the Company believes will not result in material liabilities.

Due to expiring statute of limitation periods and the resolution of tax audits, the Company believes that total unrecognized tax benefits will decrease by approximately $0.1 million within the next 12 months. The $0.1 million (which includes interest and penalties) is related to various federal, state and foreign tax laws and will be recorded in earnings and therefore will impact the effective income tax rate, net of tax benefits.

In September 2013, the IRS released final Tangible Property Regulations (the “Final Regulations”). The Final Regulations provide guidance on applying Regulation Section 1.263(a) of the Internal Revenue Code to amounts paid to acquire, produce or improve tangible property, as well as rules for materials and supplies (IRC Regulation Section 1.162). These regulations contain certain changes from the temporary and proposed tangible property regulations that were issued on December 23, 2011. The Final Regulations are generally effective for taxable years beginning on or after January 1, 2014. In addition, taxpayers are permitted to early adopt the Final Regulations for taxable years beginning on or after January 1, 2012. The Company does not expect the Final Regulations to have a material effect on its results of operations or cash flows. The Company is currently evaluating the impact on its consolidated balance sheets.

(12) EARNINGS PER SHARE

The following are computations of basic and diluted earnings per share (in thousands except for per share amounts):

	Years Ended December 31,		
	2013	2012	2011
Numerator for basic and diluted earnings per share:			
Net income	$ 95,566	$ 129,674	$ 127,252
Denominator:			
Basic shares outstanding	60,574	53,884	52,961
Dilutive effect of equity-based compensation awards	154	195	363
Dilutive shares outstanding	60,728	54,079	53,324
Basic earnings per share	$ 1.58	$ 2.41	$ 2.40
Diluted earnings per share	$ 1.57	$ 2.40	$ 2.39

For the years ended December 31, 2013 and 2012, the dilutive effect of all then outstanding options, restricted stock and performance stock awards is included in the calculations above except for 109,861 and 65,336 outstanding performance stock awards, respectively, for which the performance criteria were not attained at that time. For the year ended December 31, 2011, there were no anti-dilutive securities.

(13) STOCKHOLDERS' EQUITY

Common Stock

On December 3, 2012, the Company issued 6.9 million shares of common stock, including 900,000 shares of common stock issued upon exercise of the underwriters' option, at a public offering price of $56.00 per share. After deducting the underwriters' discount and offering expenses, the Company received net proceeds of $369.3 million from the issuance. The net proceeds from this offering were used to pay a portion of the purchase price to acquire Safety-Kleen on December 28, 2012.

(14) ACCUMULATED OTHER COMPREHENSIVE (LOSS) INCOME

The changes in accumulated other comprehensive (loss) income by component and related tax effects for the years ended December 31, 2013, 2012 and 2011 were as follows (in thousands):

	Foreign Currency Translation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Securities	Unfunded Pension Liability	Total
Balance at January 1, 2011	$ 50,966	$ 459	$ (666)	$ 50,759
Other comprehensive (loss) income before reclassifications	(18,264)	860	(393)	(17,797)
Amounts reclassified out of accumulated other comprehensive income	—	(1,872)	—	(1,872)
Tax effects	—	205	58	263
Other comprehensive loss	(18,264)	(807)	(335)	(19,406)
Balance at December 31, 2011	$ 32,702	$ (348)	$ (1,001)	$ 31,353
Other comprehensive income (loss) before reclassifications	17,925	1,185	(885)	18,225
Tax effects	—	(177)	231	54
Other comprehensive income (loss)	17,925	1,008	(654)	18,279
Balance at December 31, 2012	$ 50,627	$ 660	$ (1,655)	$ 49,632
Other comprehensive (loss) income before reclassifications	(70,791)	1,452	482	(68,857)
Tax effects	—	(208)	(123)	(331)
Other comprehensive (loss) income	(70,791)	1,244	359	(69,188)
Balance at December 31, 2013	$ (20,164)	$ 1,904	$ (1,296)	$ (19,556)

There were no reclassifications out of accumulated other comprehensive (loss) income during the years ended December 31, 2013, and 2012.The amounts reclassified out of accumulated other comprehensive (loss) income into the consolidated statement of income, with presentation location, during the year ended December 31, 2011 were as follows (in thousands):

Comprehensive (Loss) Income Components	December 31, 2011	Location
Unrealized holding gains on available-for-sale investments	$ 1,872	Other income (expense)

(15) STOCK-BASED COMPENSATION AND EMPLOYEE BENEFIT PLANS

Stock-Based Compensation

In 2000, the Company adopted a stock incentive plan (the "2000 Plan"), which provided for awards in the form of incentive stock options, non-qualified stock options, restricted stock awards, performance stock awards and common stock awards. The 2000 Plan expired on April 15, 2010, but as of December 31, 2013, 36,000 options remained outstanding under this plan. These options will remain outstanding until they are either exercised or expire in accordance with their terms.

In 2010, the Company adopted an equity incentive plan (the "2010 Plan"), which provides for awards of up to 6,000,000 shares of common stock (subject to certain anti-dilution adjustments) in the form of (i) stock options, (ii) stock appreciation rights, (iii) restricted stock, (iv) restricted stock units, and (v) certain other stock-based awards. The Company ceased issuing stock options in 2008, and all awards issued to date under the 2010 Plan have been in the form of restricted stock awards and performance stock awards as described below.

As of December 31, 2013 and 2012, the Company had the following types of stock-based compensation awards outstanding under the 2000 Plan and the 2010 Plan (collectively, the "Plans"): stock options, restricted stock awards and performance stock awards. The stock options generally become exercisable up to five years from the date of grant, subject to certain employment requirements, and terminate 10 years from the date of grant. The restricted stock awards generally vest over three to five years subject to continued employment. The performance stock awards vest depending on the satisfaction of certain performance criteria and continued service conditions as described below.

(15) STOCK-BASED COMPENSATION AND EMPLOYEE BENEFIT PLANS (Continued)

Total stock-based compensation cost charged to selling, general and administrative expenses for the years ended December 31, 2013, 2012 and 2011 was $9.0 million, $7.5 million and $8.2 million, respectively. The total income tax benefit recognized in the consolidated statements of income from stock-based compensation was $3.2 million, $2.9 million and $2.4 million for the years ended December 31, 2013, 2012 and 2011, respectively. The expected forfeiture rates used to calculate compensation expense were 7% for non-executive employees and 4% for executives and directors.

Stock Option Awards

The Company uses the Black-Scholes option pricing model to value the compensation expense associated with its stock option awards based on the assumptions in the following table. In addition, the Company estimates forfeitures when recognizing compensation expense, and adjusts its estimate of forfeitures over the requisite service period based on the extent to which actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures are recognized through a cumulative catch-up adjustment in the period of change and also impact the amount of compensation expense to be recognized in future periods.

The Company ceased issuing stock option awards in May 2008 and as of December 31, 2013, all remaining options then outstanding had vested.

The following table summarizes activity under the Plans relating to stock options:

Stock Options	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value as of 12/31/13 (in thousands)
Outstanding at January 1, 2013	97,200	$ 15.10	1.96	$ 3,880
Exercised	(61,200)	6.49		
Outstanding, exercisable and vested at December 31, 2013	36,000	$ 29.73	4.04	$ 1,088

As of December 31, 2013, there was no unrecognized compensation cost related to stock option awards under the Company's Plans. The total intrinsic value of options exercised during 2013, 2012 and 2011 was $2.5 million, $2.3 million, and $2.1 million, respectively.

Restricted Stock Awards

The following information relates to restricted stock awards that have been granted to employees and directors under the Company's Plans. The restricted stock awards are not transferable until vested and the restrictions generally lapse upon the achievement of continued employment over a three-to-five-year period or service as a director until the following annual meeting of shareholders.

The fair value of each restricted stock grant is based on the closing price of the Company's common stock on the date of grant and is amortized to expense over its vesting period.

The following table summarizes information about restricted stock awards for the year ended December 31, 2013:

Restricted Stock	Number of Shares	Weighted Average Grant-Date Fair Value
Unvested at January 1, 2013	352,827	$ 50.10
Granted	297,123	55.35
Vested	(72,661)	44.57
Forfeited	(74,707)	53.69
Unvested at December 31, 2013	502,582	$ 53.47

As of December 31, 2013, there was $19.6 million of total unrecognized compensation cost arising from restricted stock awards under the Company's Plans. This cost is expected to be recognized over a weighted average period of 3.5 years. The total fair value of restricted stock vested during 2013, 2012 and 2011 was $4.4 million, $3.3 million and $3.7 million, respectively.

(15) STOCK-BASED COMPENSATION AND EMPLOYEE BENEFIT PLANS (Continued)

Performance Stock Awards

The following information relates to performance stock awards that have been granted to employees under the Company's Plans. Performance stock awards are subject to performance criteria established by the Compensation Committee of the Company's Board of Directors prior to or at the date of grant. The vesting of the performance stock awards is based on achieving such targets typically based on revenue and Adjusted EBITDA margin and also includes continued service conditions. For the 2013 performance awards, the Committee added a performance metric related to Total Recordable Incident Rate, which is a measure of the rate of recordable workplace injuries, normalized per 100 workers per year.

The fair value of each performance stock award is based on the closing price of the Company's common stock on the date of grant and is amortized to expense over the service period if achievement of performance measures is then considered probable. The expected forfeiture rate used to calculate compensation expense was 7% for non-executive employees and 4% for executives.

For the performance stock awards granted in 2013, the Compensation Committee of the Company's Board of Directors established two-year performance targets which could potentially be achieved in either 2013 or 2014. As of December 31, 2013, management determined that none of the three performance criteria was considered probable to be achieved and as a result no stock-based compensation expense was recorded for the year ended December 31, 2013 with respect to the performance stock awards.

For the performance stock awards granted in 2012, the Compensation Committee of the Company's Board of Directors established two-year performance targets which could potentially be achieved in either 2012 or 2013. As of December 31, 2013, the performance targets related to the 2012 performance stock awards were not met and therefore the performance stock awards granted in 2012 were forfeited.

For the performance stock awards granted in 2011, the Compensation Committee of the Company's Board of Directors established two-year performance targets which could potentially be achieved in either 2011 or 2012. Based on the Company's performance during 2011, management determined that those performance targets had been achieved and the Company therefore recognized cumulative expense through sales, general and administrative expenses for the years ended December 31, 2012 and 2011 with respect to the performance stock awards granted in 2011.

The following table summarizes information about performance stock awards for the year ended December 31, 2013:

Performance Stock	Number of Shares	Weighted Average Grant-Date Fair Value
Unvested at January 1, 2013	65,336	$ 66.96
Granted	114,453	54.27
Forfeited	(69,928)	66.12
Unvested at December 31, 2013	109,861	$ 54.27

As of December 31, 2013, there was no unrecognized compensation cost arising from non-vested compensation related to performance stock awards then deemed probable of vesting under the Company's Plans. During 2013 no performance awards vested. The total fair value of performance awards vested during 2012 and 2011 was $6.0 million and $16.8 million, respectively.

Common Stock Awards

In the years ended December 31, 2013 and 2012, the Company did not issue any shares of common stock without restrictions under the Company's Plans.

Employee Stock Purchase Plan

In May of 1995, the Company's stockholders approved an Employee Stock Purchase Plan (the "ESPP"), which is a qualified employee stock purchase plan under Section 423 of the Internal Revenue Code of 1986, as amended, through which employees of the Company are given the opportunity to purchase shares of common stock. Under the ESPP, a total of 2.0 million shares of common stock were originally reserved for offering to employees, in quarterly offerings of 100,000 shares each plus any shares not issued in any previous quarter, commencing on July 1, 1995 and on the first day of each quarter thereafter. In 2005, the Company's stockholders approved an increase of 1.0 million in the maximum number of shares which

(15) STOCK-BASED COMPENSATION AND EMPLOYEE BENEFIT PLANS (Continued)

can be issued under the ESPP. As of December 31, 2013, the Company had reserved 340,780 shares of common stock available for purchase under the ESPP. Employees who elect to participate in an offering may utilize up to 10% of their payroll for the purchase of common stock at 85% of the closing price of the stock on the first day of such quarterly offering or, if lower, 85% of the closing price on the last day of the offering. Due to the discount of 15% offered to employees for purchase of shares under the ESPP, the Company considers such plan as compensatory. The weighted average per share fair values of the purchase rights granted under the ESPP during the years ended December 31, 2013 and 2012 was $9.61 and $10.29, respectively.

Employee Benefit Plans

As of December 31, 2013, the Company has responsibility for a defined benefit plan that covered 20 active non-supervisory Canadian employees. For the years ended December 31, 2013, 2012 and 2011, net periodic pension cost was $0.3 million, $0.3 million and $0.2 million, respectively. At December 31, 2013, the fair value of the Company's plan assets was $9.5 million. The fair value of $7.6 million of these plan assets was considered a Level 1 measure and the fair value of $1.9 million of these plan assets was considered a Level 2 measure, according to the fair value hierarchy. At December 31, 2012, the fair value of the Company's plan assets was $8.6 million. The fair value of $6.5 million of these plan assets was considered a Level 1 measure and the fair value of $2.1 million of these plan assets was considered a Level 2 measure, according to the fair value hierarchy. As of December 31, 2013 and 2012, the projected benefit obligation was $10.3 million and $9.9 million, respectively.

The Company has a profit-sharing plan under Section 401(k) of the Internal Revenue Code covering substantially all U.S. employees and a Canadian registered retired savings plan covering all Canadian employees. Both plans allow employees to make contributions up to a specified percentage of their compensation. The Company makes discretionary partial matching contributions established annually by the Board of Directors. The Company expensed $8.9 million, $4.8 million, and $3.9 million for the years ended December 31, 2013, 2012 and 2011, respectively, related to the U.S. plan and $3.1 million, $2.1 million and $1.6 million for the years ended December 31, 2013, 2012 and 2011, respectively, related to the Canadian plan.

(16) COMMITMENTS AND CONTINGENCIES

Legal and Administrative Proceedings

The Company and its subsidiaries are subject to legal proceedings and claims arising in the ordinary course of business. Actions filed against the Company arise from commercial and employment-related claims including alleged class actions related to sales practices and wage and hour claims. The plaintiffs in these actions may be seeking damages or injunctive relief or both. These actions are in various jurisdictions and stages of proceedings, and some are covered in part by insurance. In addition, the Company’s waste management services operations are regulated by federal, state, provincial and local laws enacted to regulate discharge of materials into the environment, remediation of contaminated soil and groundwater or otherwise protect the environment. This ongoing regulation results in the Company frequently becoming a party to legal or administrative proceedings involving all levels of governmental authorities and other interested parties. The issues involved in such proceedings generally relate to alleged violations of existing permits and licenses or alleged responsibility under federal or state Superfund laws to remediate contamination at properties owned either by the Company or by other parties (“third party sites”) to which either the Company or the prior owners of certain of the Company’s facilities shipped wastes.

At December 31, 2013 and December 31, 2012, the Company had recorded reserves of $41.7 million and $38.6 million, respectively, in the Company's financial statements for actual or probable liabilities related to the legal and administrative proceedings in which the Company was then involved, the principal of which are described below. At December 31, 2013 and December 31, 2012, the Company also believed that it was reasonably possible that the amount of these potential liabilities could be as much as $3.5 million more. The Company periodically adjusts the aggregate amount of these reserves when actual or probable liabilities are paid or otherwise discharged, new claims arise, or additional relevant information about existing or probable claims becomes available. As of December 31, 2013, the $41.7 million of reserves consisted of (i) $34.6 million related to pending legal or administrative proceedings, including Superfund liabilities, which were included in remedial liabilities on the consolidated balance sheets, and (ii) $7.1 million primarily related to federal and state enforcement actions, which were included in accrued expenses on the consolidated balance sheets. The reasonably possible additional liability amounts resulting from the legal or administrative proceedings discussed below included $3.5 million related to remedial liabilities which was included in the reasonably possible additional liability amounts in the tables under the column heading "Remedial Liabilities (Including Superfund Liabilities) for Non-Landfill Operations" in Note 9, "Remedial Liabilities."

(16) COMMITMENTS AND CONTINGENCIES (Continued)

As of December 31, 2013, the principal legal and administrative proceedings in which the Company was involved, or which had been terminated during 2013, were as follows:

Ville Mercier. In September 2002, the Company acquired the stock of a subsidiary (the "Mercier Subsidiary") which owns a hazardous waste incinerator in Ville Mercier, Quebec (the "Mercier Facility"). The property adjacent to the Mercier Facility, which is also owned by the Mercier Subsidiary, is now contaminated as a result of actions dating back to 1968, when the Government of Quebec issued to a company unrelated to the Mercier Subsidiary two permits to dump organic liquids into lagoons on the property. In 1999, Ville Mercier and three neighboring municipalities filed separate legal proceedings against the Mercier Subsidiary and the Government of Quebec. In 2012, the municipalities amended their existing statement of claim to seek $2.9 million (cdn) in general damages and $10.0 million (cdn) in punitive damages, plus interest and costs, as well as injunctive relief. Both the Government of Quebec and the Company have filed summary judgment motions against the municipalities that are scheduled to be heard in September of 2014. In September 2007, the Quebec Minister of Sustainable Development, Environment and Parks issued a Notice pursuant to Section 115.1 of the Environment Quality Act, superseding Notices issued in 1992, which are the subject of the pending litigation. The more recent Notice notifies the Mercier Subsidiary that, if the Mercier Subsidiary does not take certain remedial measures at the site, the Minister intends to undertake those measures at the site and claim direct and indirect costs related to such measures.

The Mercier Subsidiary continues to assert that it has no responsibility for the groundwater contamination in the region and will contest any action by the Ministry to impose costs for remedial measures on the Mercier Subsidiary. The Company also continues to pursue settlement options. At December 31, 2013 and December 31, 2012, the Company had accrued $13.6 million and $14.2 million, respectively, for remedial liabilities relating to the Ville Mercier legal proceedings. The decrease was primarily due to a weakening of the Canadian dollar.

Safety-Kleen Legal Proceedings. On December 28, 2012, the Company acquired Safety-Kleen and thereby became subject to the legal proceedings in which Safety-Kleen was a party on that date. In addition to certain Superfund proceedings in which Safety-Keen has been named as a potentially responsible party as described below under “Superfund Proceedings,” the principal such legal proceedings involving Safety-Kleen which were outstanding as of December 31, 2013 were as follows:

Product Liability Cases. Safety-Kleen is named as a defendant in various lawsuits that are currently pending in various courts and jurisdictions throughout the United States, including approximately 66 proceedings (excluding cases which have been settled but not formally dismissed) as of December 31, 2013, wherein persons claim personal injury resulting from the use of Safety-Kleen's parts cleaning equipment or cleaning products. These proceedings typically involve allegations that the solvent used in Safety-Kleen's parts cleaning equipment contains contaminants and/or that Safety-Kleen's recycling process does not effectively remove the contaminants that become entrained in the solvent during their use. In addition, certain claimants assert that Safety-Kleen failed to warn adequately the product user of potential risks, including an historic failure to warn that solvent contains trace amounts of toxic or hazardous substances such as benzene. Safety-Kleen maintains insurance that it believes will provide coverage for these claims (over amounts accrued for self-insured retentions and deductibles in certain limited cases), except for punitive damages to the extent not insurable under state law or excluded from insurance coverage. Safety-Kleen believes that these claims lack merit and has historically vigorously defended, and intends to continue to vigorously defend, itself and the safety of its products against all of these claims. Such matters are subject to many uncertainties and outcomes are not predictable with assurance. Consequently, Safety-Kleen is unable to ascertain the ultimate aggregate amount of monetary liability or financial impact with respect to these matters as of December 31, 2013. From December 31, 2012 to December 31, 2013, 26 product liability claims were settled or dismissed. Due to the nature of these claims and the related insurance, Safety-Kleen did not incur any expense as Safety-Kleen's insurance provided coverage in full for all such claims. Safety-Kleen may be named in similar, additional lawsuits in the future, including claims for which insurance coverage may not be available.

Fee Class Action Claims. In October 2010, two customers filed a complaint, individually and on behalf of all similarly situated customers in the State of Alabama, alleging that Safety-Kleen improperly assessed fuel surcharges and extended area service fees. Safety-Kleen disputes the basis of the claims on numerous grounds, including that Safety-Kleen has contracts with numerous customers authorizing the assessment of such fees and that in cases where no contract exists Safety-Kleen provides customers with a document at the time of service reflecting the assessment of the fee, followed by an invoice itemizing the fee. It is Safety-Kleen's position that it had the right to assess fuel surcharges, that the customers consented to the charges and that the surcharges were voluntarily paid by the customers when presented with an invoice. The lawsuit is still in its initial stages of discovery, with the focus being whether a class will be certified. The class certification-related fact discovery cutoff was September 4, 2013, and a hearing on class certification is now scheduled to be held in early to mid-2014. The

(16) COMMITMENTS AND CONTINGENCIES (Continued)

plaintiff has filed a motion to extend the discovery cutoff and trial date, but the court has not ruled on these requests. In late June 2012, a nearly identical lawsuit was filed by the same law firm on behalf of a California-based customer. That lawsuit contends, under various state law theories, that Safety-Kleen impermissibly assessed fuel surcharges and late payment fees and seeks certification of a class of California customers only. Safety-Kleen will assert the same defenses as in the Alabama litigation. In December 2012, a similar suit was filed by the same law firm on behalf of a Missouri-based customer which contends under various state law theories that Safety-Kleen impermissibly assessed fuel surcharges and seeks certification of a class of Missouri customers only. Safety-Kleen will assert the same defenses as in the Alabama and California cases. The Company is unable to ascertain the ultimate aggregate amount of monetary liability or financial impact with respect to these matters as of December 31, 2013, and no reserve has been recorded.

Superfund Proceedings

The Company has been notified that either the Company (which, since December 28, 2012, includes Safety-Kleen) or the prior owners of certain of the Company's facilities for which the Company may have certain indemnification obligations have been identified as potentially responsible parties ("PRPs") or potential PRPs in connection with 123 sites which are subject to or are proposed to become subject to proceedings under federal or state Superfund laws. Of the 123 sites, two (the Wichita Facility and the BR Facility described below) involve facilities that are now owned by the Company and 121 involve third party sites to which either the Company or the prior owners of certain of the Company’s facilities shipped wastes. Of the 121 third party sites, 20 are currently requiring expenditures on remediation, 29 are now settled, and 72 are not currently requiring expenditures on remediation.

In connection with each site, the Company has estimated the extent, if any, to which it may be subject, either directly or as a result of any indemnification obligations, for cleanup and remediation costs, related legal and consulting costs associated with PRP investigations, settlements, and related legal and administrative proceedings. The amount of such actual and potential liability is inherently difficult to estimate because of, among other relevant factors, uncertainties as to the legal liability (if any) of the Company or the prior owners of certain of the Company's facilities to contribute a portion of the cleanup costs, the assumptions that must be made in calculating the estimated cost and timing of remediation, the identification of other PRPs and their respective capability and obligation to contribute to remediation efforts, and the existence and legal standing of indemnification agreements (if any) with prior owners, which may either benefit the Company or subject the Company to potential indemnification obligations. In addition to the Wichita Property and the BR Facility, Clean Harbors believes its potential liability could exceed $100,000 at 16 of the 121 third party sites.

Wichita Property. The Company acquired in 2002 as part of the CSD assets a service center located in Wichita, Kansas (the "Wichita Property"). The Wichita Property is one of several properties located within the boundaries of a 1,400 acre state-designated Superfund site in an old industrial section of Wichita known as the North Industrial Corridor Site. Along with numerous other PRPs, the former owner executed a consent decree relating to such site with the U.S. Environmental Protection Agency (the "EPA"), and the Company is continuing an ongoing remediation program for the Wichita Property in accordance with that consent decree. The Company also acquired rights under an indemnification agreement between the former owner and an earlier owner of the Wichita Property which the Company anticipates but cannot guarantee will be available to reimburse certain such cleanup costs.

BR Facility. The Company acquired in 2002 a former hazardous waste incinerator and landfill in Baton Rouge (the "BR Facility"), for which operations had been previously discontinued by the prior owner. In September 2007, the EPA issued a special notice letter to the Company related to the Devil's Swamp Lake Site ("Devil's Swamp") in East Baton Rouge Parish, Louisiana. Devil's Swamp includes a lake located downstream of an outfall ditch where wastewater and stormwater have been discharged, and Devil's Swamp is proposed to be included on the National Priorities List due to the presence of Contaminants of Concern ("COC") cited by the EPA. These COCs include substances of the kind found in wastewater and storm water discharged from the BR Facility in past operations. The EPA originally requested COC generators to submit a good faith offer to conduct a remedial investigation feasibility study directed towards the eventual remediation of the site. The Company is currently performing corrective actions at the BR Facility under an order issued by the Louisiana Department of Environmental Quality (the "LDEQ"), and has begun conducting the remedial investigation and feasibility study under an order issued by the EPA. The Company cannot presently estimate the potential additional liability for the Devil's Swamp cleanup until a final remedy is selected by the EPA.

Third Party Sites. Of the 121 third party sites at which the Company has been notified it is a PRP or potential PRP or may have indemnification obligations, Clean Harbors has an indemnification agreement at 11 of these sites with ChemWaste, a

(16) COMMITMENTS AND CONTINGENCIES (Continued)

former subsidiary of Waste Management, Inc., and at five additional of these third party sites, Safety-Kleen has a similar indemnification agreement with McKesson Corporation. These agreements indemnify the Company (which now includes Safety-Kleen) with respect to any liability at the 16 sites for waste disposed prior to the Company's (or Safety-Kleen's) acquisition of the former subsidiaries of Waste Management or McKesson which had shipped wastes to those sites. Accordingly, Waste Management or McKesson are paying all costs of defending those subsidiaries in those 16 cases, including legal fees and settlement costs. However, there can be no guarantee that the Company's ultimate liabilities for those sites will not exceed the amount recorded or that indemnities applicable to any of these sites will be available to pay all or a portion of related costs. Except for the indemnification agreements which the Company holds from ChemWaste and McKesson, the Company does not have an indemnity agreement with respect to any of the 121 third party sites discussed above.

Federal, State and Provincial Enforcement Actions

From time to time, the Company pays fines or penalties in regulatory proceedings relating primarily to waste treatment, storage or disposal facilities. As of December 31, 2013 and 2012, there were five and four proceedings, respectively, for which the Company reasonably believed that the sanctions could equal or exceed $100,000. The Company believes that the fines or other penalties in these or any of the other regulatory proceedings will, individually or in the aggregate, not have a material effect on its financial condition, results of operations or cash flows.

Leases

The Company leases facilities, service centers and personal property under certain operating leases. Some of these lease agreements contain an escalation clause for increased taxes and operating expenses and are renewable at the option of the Company. The Company also leases certain equipment under capital lease obligations, which consists primarily of rolling stock and laboratory equipment. Lease terms range from one to 25 years. The following is a summary of future minimum payments under capital and operating leases that have initial or remaining noncancelable lease terms in excess of one year at December 31, 2013 (in thousands):

Year	Total Capital Leases	Total Operating Leases
2014	$ 1,472	$ 46,222
2015	1,458	35,875
2016	—	27,891
2017	—	20,433
2018	—	14,571
Thereafter	—	30,606
Total minimum lease payments	2,930	$ 175,598
Less: imputed interest at interest rates ranging from 4.0% to 16.0%	166	
Present value of future minimum lease payments	2,764	
Less: current portion of capital lease obligations	1,329	
Long-term capital lease obligations	$ 1,435	

During the years ended December 31, 2013, 2012 and 2011, rent expense including short-term rentals was approximately $124.4 million, $102.9 million, and $86.7 million, respectively.

Other Contingencies

Under the Company's insurance programs, coverage is obtained for catastrophic exposures, as well as those risks required to be insured by law or contract. The Company's policy is to retain a significant portion of certain expected losses related primarily to workers' compensation, health insurance, comprehensive general, environmental impairment and vehicle liability. Provisions for losses expected under these programs are recorded based upon the Company's estimates of the aggregate liability for claims. The deductible per participant per year for the health insurance policy ranges from $0.25 million to $0.275 million. The deductible per occurrence for workers' compensation is $1.0 million, general liability is $2.0 million and vehicle liability is $2.0 million. The retention per claim for the environmental impairment policy is $1.0 million. At December 31, 2013 and 2012, the Company had accrued $33.1 million and $35.1 million, respectively, for its self-insurance liabilities (exclusive of health

(16) COMMITMENTS AND CONTINGENCIES (Continued)

insurance) using a risk-free discount rate of 0.9% and 0.5%, respectively. Actual expenditures in future periods can differ materially from accruals based on estimates.

Anticipated payments at December 31, 2013 for each of the next five years and thereafter are as follows (in thousands):

Years ending December 31,		
2014	$	12,581
2015		7,549
2016		5,820
2017		2,618
2018		2,183
Thereafter		2,862
Undiscounted self-insurance liabilities		33,613
Less: Discount		469
Total self-insurance liabilities (included in accrued expenses)	$	33,144

(17) SEGMENT REPORTING

During 2013, the Company's operations were managed in five reportable segments: Technical Services, Oil Re-refining and Recycling, SK Environmental Services, Industrial and Field Services and Oil and Gas Field Services. Performance of the segments is evaluated on several factors, of which the primary financial measure is "Adjusted EBITDA," which consists of net income plus accretion of environmental liabilities, depreciation and amortization, net interest expense, and provision for income taxes. Also excluded are other expense (income), loss on early extinguishment of debt and pre-tax, non-cash acquisition accounting inventory adjustments as these amounts are not considered part of usual business operations. Transactions between the segments are accounted for at the Company's estimate based on similar transactions with outside customers.

The operations not managed through the Company's five reportable segments are recorded as "Corporate Items." Corporate Items revenues consist of two different operations for which the revenues are insignificant. Corporate Items cost of revenues represents certain central services that are not allocated to the five segments for internal reporting purposes. Corporate Items selling, general and administrative expenses include typical corporate items such as legal, accounting and other items of a general corporate nature that are not allocated to the Company's five segments.

As stated in Note 3, "Business Combinations," no revenue, expense, income or loss of Safety-Kleen was included in the Company's consolidated results of operations for the year ended December 31, 2012 due to the immateriality of the operating results subsequent to the December 28, 2012 acquisition date. In addition, the December 31, 2012 balance sheet has been adjusted for purchase price measurement period adjustments related to the Safety-Kleen acquisition and has been labeled "As Adjusted."

The following table reconciles third party revenues to direct revenues for the years ended December 31, 2013, 2012 and 2011 (in thousands). Third party revenue is revenue billed to outside customers by a particular segment. Direct revenue is the revenue allocated to the segment performing the provided service. The Company analyzes results of operations based on direct revenues because the Company believes that these revenues and related expenses best reflect the manner in which operations are managed. Intersegment revenues represent the sharing of third party revenues among the segments based on products and services provided by each segment as if the products and services were sold directly to the third party. The intersegment revenues are shown net. The negative intersegment revenues are due to more transfers out of customer revenues to other segments than transfers in of revenues from other segments.

(17) SEGMENT REPORTING (Continued)

	For the Year Ended December 31, 2013						
	Technical Services	Oil Re-refining and Recycling	SK Environmental Services	Industrial and Field Services	Oil and Gas Field Services	Corporate Items	Totals
Third party revenues	$ 1,023,926	$ 583,567	$ 610,076	$ 908,556	$ 392,472	$ (8,941)	$ 3,509,656
Intersegment revenues, net	120,382	(246,586)	160,585	(41,751)	7,370	—	—
Corporate Items, net	3,507	—	84	174	(342)	(3,423)	—
Direct revenues	$ 1,147,815	$ 336,981	$ 770,745	$ 866,979	$ 399,500	$ (12,364)	$ 3,509,656

	For the Year Ended December 31, 2012						
	Technical Services	Oil Re-refining and Recycling	SK Environmental Services	Industrial and Field Services	Oil and Gas Field Services	Corporate Items	Totals
Third party revenues	$ 957,764	$ —	$ —	$ 828,119	$ 400,549	$ 1,476	$ 2,187,908
Intersegment revenues, net	31,637	—	—	(40,930)	9,293	—	—
Corporate Items, net	2,295	—	—	64	(489)	(1,870)	—
Direct revenues	$ 991,696	$ —	$ —	$ 787,253	$ 409,353	$ (394)	$ 2,187,908

	For the Year Ended December 31, 2011						
	Technical Services	Oil Re-refining and Recycling	SK Environmental Services	Industrial and Field Services (1)	Oil and Gas Field Services	Corporate Items	Totals
Third party revenues	$ 910,896	$ —	$ —	$ 731,626	$ 340,563	$ 1,051	$ 1,984,136
Intersegment revenues, net	32,340	—	—	(35,370)	3,030	—	—
Corporate Items, net	2,505	—	—	(363)	(401)	(1,741)	—
Direct revenues	$ 945,741	$ —	$ —	$ 695,893	$ 343,192	$ (690)	$ 1,984,136

(1) During the year ended December 31, 2011, third party revenues for the Industrial and Field Services segment included revenues of $43.6 million associated with the oil spill response efforts in Montana.

(17) SEGMENT REPORTING (Continued)

The following table presents information used by management by reported segment (in thousands). The Company does not allocate interest expense, income taxes, depreciation, amortization, accretion of environmental liabilities, other (income) expense, and loss on early extinguishment of debt to segments.

	For the Year Ended December 31,		
	2013	2012	2011
Adjusted EBITDA:			
Technical Services	$ 285,520	$ 249,829	$ 240,494
Oil Re-refining and Recycling	57,314	—	—
SK Environmental Services	112,413	—	—
Industrial and Field Services	176,952	158,931	136,380
Oil and Gas Field Services	68,063	77,048	77,870
Corporate Items	(190,157)	(112,041)	(104,736)
Total	510,105	373,767	350,008
Reconciliation to Consolidated Statements of Income:			
Pre-tax, non-cash acquisition accounting inventory adjustment	13,559	—	—
Accretion of environmental liabilities	11,541	9,917	9,680
Depreciation and amortization	264,449	161,646	122,663
Income from operations	220,556	202,204	217,665
Other (income) expense	(1,705)	802	(6,402)
Loss on early extinguishment of debt	—	26,385	—
Interest expense, net of interest income	78,376	47,287	39,389
Income from operations before provision (benefit) for income taxes	$ 143,885	$ 127,730	$ 184,678

Revenue, property, plant and equipment and intangible assets outside of the United States

For the year ended December 31, 2013, the Company generated $2,376.2 million or 67.7% of revenues in the United States and Puerto Rico, $1,125.0 million or 32.1% of revenues in Canada, and less than 1.0% of revenues in other international locations. For the year ended December 31, 2012, the Company generated $1,254.2 million or 57.3% of revenues in the United States and Puerto Rico, $933.0 million or 42.6% of revenues in Canada, and less than 1.0% of revenues in other international locations. For the year ended December 31, 2011, the Company generated $1,149.4 million or 57.9% of revenues in the United States and Puerto Rico, $833.6 million or 42.0% of revenues in Canada, and less than 1.0% of revenues in other international locations.

As of December 31, 2013, the Company had property, plant and equipment, net of depreciation and amortization of $1,602.2 million, and permits and other intangible assets of $570.0 million. Of these totals, $652.0 million or 40.7% of property, plant and equipment and $110.8 million or 19.4% of permits and other intangible assets were in Canada, with the balance being in the United States and Puerto Rico (except for insignificant assets in other foreign countries). As of December 31, 2012, the Company had property, plant and equipment, net of depreciation and amortization of $1,533.1 million, and permits and other intangible assets of $590.0 million. Of these totals, $642.1 million or 41.9% of property, plant and equipment and $74.1 million or 12.6% of permits and other intangible assets were in Canada, with the balance being in the United States and Puerto Rico (except for insignificant assets in other foreign countries).

(17) SEGMENT REPORTING (Continued)

The purchase price measurement period adjustments related to the Safety-Kleen acquisition have been reflected in the December 31, 2012 amounts presented below.

The following table presents assets by reported segment and in the aggregate (in thousands).

	December 31, 2013	December 31, 2012 (As Adjusted)
Property, plant and equipment, net		
Technical Services	$ 400,544	$ 405,447
Oil Re-refining and Recycling	211,513	178,210
SK Environmental Services	239,596	239,993
Industrial and Field Services	405,327	371,386
Oil and Gas Field Services	237,335	257,985
Corporate Items	107,855	80,032
Total property, plant and equipment, net	$ 1,602,170	$ 1,533,053
Intangible assets:		
Technical Services		
Goodwill	$ 45,599	$ 45,991
Permits and other intangibles, net	80,302	86,403
Total Technical Services	125,901	132,394
Oil Re-refining and Recycling		
Goodwill	171,161	173,158
Permits and other intangibles, net	160,807	151,840
Total Oil Re-refining and Recycling Services	331,968	324,998
SK Environmental Services		
Goodwill	172,308	174,089
Permits and other intangibles, net	265,104	277,460
Total SK Environmental Services	437,412	451,549
Industrial and Field Services		
Goodwill	144,385	146,715
Permits and other intangibles, net	35,332	41,163
Total Industrial and Field Services	179,717	187,878
Oil and Gas Field Services		
Goodwill	37,507	39,762
Permits and other intangibles, net	28,428	33,178
Total Oil and Gas Field Services	65,935	72,940
Total	$ 1,140,933	$ 1,169,759

(17) SEGMENT REPORTING (Continued)

The following table presents the total assets by reported segment (in thousands).

	December 31, 2013	December 31, 2012 (As Adjusted)
Technical Services	$ 699,675	$ 716,309
Oil Re-Recycling and Refining	643,256	636,745
SK Environmental Services	774,401	815,446
Industrial and Field Services	634,541	612,664
Oil and Gas Field Services	395,805	348,771
Corporate Items	806,000	708,151
Total	$ 3,953,678	$ 3,838,086

The following table presents the total assets by geographical area (in thousands).

	December 31, 2013	December 31, 2012 (As Adjusted)
United States	$ 2,684,686	$ 2,555,926
Canada	1,266,505	1,281,384
Other foreign	2,487	776
Total	$ 3,953,678	$ 3,838,086

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES

The 2020 Notes and the 2021 Notes are, and the 2016 Notes were, guaranteed by substantially all of the Company's subsidiaries organized in the United States. Each guarantor for the 2020 Notes and the 2021 Notes is, and for the 2016 Notes was, a 100% owned subsidiary of the Company and its guarantee is, or was, both full and unconditional and joint and several. The 2020 Notes and the 2021 Notes are, and the 2016 Notes were, not guaranteed by the Company's Canadian or other foreign subsidiaries. The following presents supplemental condensed consolidating financial information for the parent company, the guarantor subsidiaries and the non-guarantor subsidiaries, respectively.

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the condensed consolidating balance sheet at December 31, 2013 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Consolidating Adjustments	Total
Assets:					
Cash and cash equivalents	$ 1,006	$ 235,445	$ 73,622	$ —	$ 310,073
Intercompany receivables	269,580	2,448	230,224	(502,252)	—
Accounts receivable, net	—	387,006	192,388	—	579,394
Other current assets	24,087	182,881	74,744	—	281,712
Property, plant and equipment, net	—	945,280	656,890	—	1,602,170
Investments in subsidiaries	2,683,158	967,186	144,953	(3,795,297)	—
Intercompany debt receivable	—	493,402	3,701	(497,103)	—
Goodwill	—	415,541	155,419	—	570,960
Permits and other intangibles, net	—	458,917	111,056	—	569,973
Other long-term assets	23,770	7,018	8,608	—	39,396
Total assets	$ 3,001,601	$ 4,095,124	$ 1,651,605	$ (4,794,652)	$ 3,953,678
Liabilities and Stockholders' Equity:					
Current liabilities	$ 33,626	$ 466,454	$ 139,465	$ —	$ 639,545
Intercompany payables	—	499,749	2,503	(502,252)	—
Closure, post-closure and remedial liabilities, net	—	158,298	31,814	—	190,112
Long-term obligations	1,400,000	—	—	—	1,400,000
Capital lease obligations, net	—	191	1,244	—	1,435
Intercompany debt payable	3,701	—	493,402	(497,103)	—
Other long-term liabilities	88,635	103,125	55,187	—	246,947
Total liabilities	1,525,962	1,227,817	723,615	(999,355)	2,478,039
Stockholders' equity	1,475,639	2,867,307	927,990	(3,795,297)	1,475,639
Total liabilities and stockholders' equity	$ 3,001,601	$ 4,095,124	$ 1,651,605	$ (4,794,652)	$ 3,953,678

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the condensed consolidating balance sheet at December 31, 2012 as adjusted (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Consolidating Adjustments	Total
Assets:					
Cash and cash equivalents	$ 35,214	$ 140,683	$ 53,939	$ —	$ 229,836
Intercompany receivables	296,023	17,704	116,571	(430,298)	—
Accounts receivable, net	—	345,891	200,245	—	546,136
Other current assets	38,295	186,640	94,352	—	319,287
Property, plant and equipment, net	—	881,975	651,078	—	1,533,053
Investments in subsidiaries	2,528,699	850,011	144,953	(3,523,663)	—
Intercompany debt receivable	—	508,067	3,701	(511,768)	—
Goodwill	—	413,362	166,353	—	579,715
Permits and other intangibles, net	—	464,455	125,589	—	590,044
Other long-term assets	21,141	9,125	9,749	—	40,015
Total assets	$ 2,919,372	$ 3,817,913	$ 1,566,530	$ (4,465,729)	$ 3,838,086
Liabilities and Stockholders' Equity:					
Current liabilities	$ 32,586	$ 417,429	$ 138,651	$ —	$ 588,666
Intercompany payables	—	412,594	17,704	(430,298)	—
Closure, post-closure and remedial liabilities, net	—	164,506	34,551	—	199,057
Long-term obligations	1,400,000	—	—	—	1,400,000
Capital lease obligations, net	—	301	2,578	—	2,879
Intercompany debt payable	3,701	—	508,067	(511,768)	—
Other long-term liabilities	51,013	108,694	55,705	—	215,412
Total liabilities	1,487,300	1,103,524	757,256	(942,066)	2,406,014
Stockholders' equity	1,432,072	2,714,389	809,274	(3,523,663)	1,432,072
Total liabilities and stockholders' equity	$ 2,919,372	$ 3,817,913	$ 1,566,530	$ (4,465,729)	$ 3,838,086

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the consolidating statement of income for the year ended December 31, 2013 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Consolidating Adjustments	Total
Revenues					
Service revenues	$ —	$ 1,754,356	$ 989,620	$ (14,771)	$ 2,729,205
Product revenues	—	611,548	173,127	(4,224)	780,451
Total revenues	—	2,365,904	1,162,747	(18,995)	3,509,656
Cost of revenues (exclusive of items shown separately below)					
Service cost of revenues	—	1,187,946	701,273	(14,771)	1,874,448
Product cost of revenues	—	524,318	148,091	(4,224)	668,185
Total cost of revenues	—	1,712,264	849,364	(18,995)	2,542,633
Selling, general and administrative expenses	109	352,387	117,981	—	470,477
Accretion of environmental liabilities	—	9,817	1,724	—	11,541
Depreciation and amortization	—	169,629	94,820	—	264,449
Income from operations	(109)	121,807	98,858	—	220,556
Other income (expense)	—	3,211	(1,506)	—	1,705
Interest (expense) income, net	(79,017)	224	417	—	(78,376)
Equity in earnings of subsidiaries	184,498	79,427	—	(263,925)	—
Intercompany dividend income (expense)	—	—	13,292	(13,292)	—
Intercompany interest income (expense)	—	40,304	(40,304)	—	—
Income (loss) before provision for income taxes	105,372	244,973	70,757	(277,217)	143,885
Provision for income taxes	9,806	23,113	15,400	—	48,319
Net income (loss)	95,566	221,860	55,357	(277,217)	95,566
Other comprehensive (loss) income	(69,188)	(69,188)	39,519	29,669	(69,188)
Comprehensive income (loss)	$ 26,378	$ 152,672	$ 94,876	$ (247,548)	$ 26,378

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the consolidating statement of income for the year ended December 31, 2012 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Consolidating Adjustments	Total
Revenues					
Service revenues	—	1,155,993	927,240	(20,073)	2,063,160
Product revenues	—	87,460	38,500	(1,212)	124,748
Total revenues	—	1,243,453	965,740	(21,285)	2,187,908
Cost of revenues (exclusive of items shown separately below)					
Service cost of revenues	—	787,228	672,439	(20,073)	1,439,594
Product cost of revenues	—	70,085	32,154	(1,212)	101,027
Total cost of revenues	—	857,313	704,593	(21,285)	1,540,621
Selling, general and administrative expenses	66	173,190	100,264	—	273,520
Accretion of environmental liabilities	—	8,592	1,325	—	9,917
Depreciation and amortization	—	80,154	81,492	—	161,646
Income from operations	(66)	124,204	78,066	—	202,204
Other income	—	(154)	(648)	—	(802)
Loss on early extinguishment of debt	(26,385)	—	—	—	(26,385)
Interest (expense), net	(46,221)	—	(1,066)	—	(47,287)
Equity in earnings of subsidiaries	187,432	65,452	—	(252,884)	—
Intercompany dividend income (expense)	10,010	—	13,805	(23,815)	—
Intercompany interest income (expense)	—	41,636	(41,636)	—	—
Income before provision for income taxes	124,770	231,138	48,521	(276,699)	127,730
(Benefit) provision for income taxes	(4,904)	(8,852)	11,812	—	(1,944)
Net income	129,674	239,990	36,709	(276,699)	129,674
Other comprehensive income (loss)	18,279	18,279	7,986	(26,265)	18,279
Comprehensive income (loss)	$ 147,953	$ 258,269	$ 44,695	$ (302,964)	$ 147,953

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the consolidating statement of income for the year ended December 31, 2011 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Consolidating Adjustments	Total
Revenues					
Service revenues	—	1,055,095	854,306	(26,422)	1,882,979
Product revenues	—	86,840	15,737	(1,420)	101,157
Total revenues	—	1,141,935	870,043	(27,842)	1,984,136
Cost of revenues (exclusive of items shown separately below)					
Service cost of revenues	—	720,189	607,596	(26,422)	1,301,363
Product cost of revenues	—	66,582	13,466	(1,420)	78,628
Total cost of revenues	—	786,771	621,062	(27,842)	1,379,991
Selling, general and administrative expenses	100	165,882	88,155	—	254,137
Accretion of environmental liabilities	—	8,442	1,238	—	9,680
Depreciation and amortization	—	58,328	64,335	—	122,663
Income from operations	(100)	122,512	95,253	—	217,665
Other income	—	3,864	2,538	—	6,402
Interest (expense) income, net	(38,755)	18	(652)	—	(39,389)
Equity in earnings of subsidiaries	174,029	84,789	—	(258,818)	—
Intercompany dividend income (expense)	10,186	—	13,832	(24,018)	—
Intercompany interest income (expense)	—	37,870	(37,870)	—	—
Income from continuing operations before provision for income taxes	145,360	249,053	73,101	(282,836)	184,678
Provision for income taxes	18,108	29,341	9,977	—	57,426
Net income	127,252	219,712	63,124	(282,836)	127,252
Other comprehensive income (loss)	(19,406)	(19,406)	(8,381)	27,787	(19,406)
Comprehensive income (loss)	$ 107,846	$ 200,306	$ 54,743	$ (255,049)	$ 107,846

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the condensed consolidating statement of cash flows for the year ended December 31, 2013 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Total
Net cash from operating activities	$ (33,932)	$ 264,491	$ 185,280	$ 415,839
Cash flows from investing activities:				
Additions to property, plant and equipment	—	(145,395)	(134,812)	(280,207)
Proceeds from sales of fixed assets	—	1,078	3,621	4,699
Acquisitions, net of cash acquired	(6,025)	(57,239)	—	(63,264)
Additions to intangible assets including costs to obtain or renew permits	—	(5,247)	(1,493)	(6,740)
Net cash used in investing activities	(6,025)	(206,803)	(132,684)	(345,512)
Cash flows from financing activities:				
Change in uncashed checks	—	9,922	2,346	12,268
Proceeds from exercise of stock options	400	—	—	400
Remittance of shares, net	(731)	—	—	(731)
Excess tax benefit of stock-based compensation	1,409	—	—	1,409
Deferred financing costs paid	(2,504)	—	—	(2,504)
Proceeds from employee stock purchase plan	7,425	—	—	7,425
Payments on capital leases	—	(227)	(4,664)	(4,891)
Issuance costs related to issuances of common stock	(250)	—	—	(250)
Dividends (paid)/received	—	(13,545)	13,545	—
Interest (payments) / received	—	40,924	(40,924)	—
Net cash from financing activities	5,749	37,074	(29,697)	13,126
Effect of exchange rate change on cash	—	—	(3,216)	(3,216)
(Decrease) increase in cash and cash equivalents	(34,208)	94,762	19,683	80,237
Cash and cash equivalents, beginning of year	35,214	140,683	53,939	229,836
Cash and cash equivalents, end of year	$ 1,006	$ 235,445	$ 73,622	$ 310,073

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the condensed consolidating statement of cash flows for the year ended December 31, 2012 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Total
Net cash from operating activities	$ (45,655)	$ 179,425	$ 190,595	$ 324,365
Cash flows from investing activities:				
Additions to property, plant and equipment	—	(117,344)	(80,053)	(197,397)
Proceeds from sales of fixed assets	—	3,810	4,315	8,125
Acquisitions, net of cash acquired	(1,257,259)	(63,351)	(53,311)	(1,373,921)
Additions to intangible assets including costs to obtain or renew permits	—	(712)	(3,334)	(4,046)
Purchase of marketable securities	—	—	(10,517)	(10,517)
Other	—	500	4,620	5,120
Net cash used in investing activities	(1,257,259)	(177,097)	(138,280)	(1,572,636)
Cash flows from financing activities:				
Change in uncashed checks	—	(6,761)	(5,309)	(12,070)
Proceeds from exercise of stock options	288	—	—	288
Remittance of shares, net	(2,912)	—	—	(2,912)
Excess tax benefit of stock-based compensation	2,556	—	—	2,556
Deferred financing costs paid	(19,056)	—	—	(19,056)
Proceeds from employee stock purchase plan	6,196	—	—	6,196
Payments of capital leases	—	(850)	(5,749)	(6,599)
Proceeds from issuance of common stock, net	369,520	—	—	369,520
Principle payment on debt	(520,000)	—	—	(520,000)
Distribution of cash earned on employee participation plan	(55)	—	—	(55)
Issuance of senior unsecured notes, at par	1,400,000	—	—	1,400,000
Dividends (paid) / received	10,010	(23,815)	13,805	—
Interest (payments) / received	—	41,710	(41,710)	—
Net cash from financing activities	1,246,547	10,284	(38,963)	1,217,868
Effect of exchange rate change on cash	—	—	(484)	(484)
(Decrease) increase in cash and cash equivalents	(56,367)	12,612	12,868	(30,887)
Cash and cash equivalents, beginning of year	91,581	128,071	41,071	260,723
Cash and cash equivalents, end of year	$ 35,214	$ 140,683	$ 53,939	$ 229,836

(18) GUARANTOR AND NON-GUARANTOR SUBSIDIARIES (Continued)

Following is the condensed consolidating statement of cash flows for the year ended December 31, 2011 (in thousands):

	Clean Harbors, Inc.	U.S. Guarantor Subsidiaries	Foreign Non-Guarantor Subsidiaries	Total
Net cash from operating activities	$ (17,428)	$ 90,015	$ 106,944	$ 179,531
Cash flows from investing activities:				
Additions to property, plant and equipment	—	(92,531)	(55,982)	(148,513)
Proceeds from sales of fixed assets and assets held for sale	—	657	6,137	6,794
Acquisitions, net of cash acquired	—	(50,166)	(286,794)	(336,960)
Additions to intangible assets including costs to obtain or renew permits	—	(465)	(2,462)	(2,927)
Proceeds from sales of marketable securities	—	—	425	425
Proceeds from sale of long-term investments	—	1,000	—	1,000
Investment in subsidiaries	(258,597)	178,884	79,713	—
Net cash used in investing activities	(258,597)	37,379	(258,963)	(480,181)
Cash flows from financing activities:				
Change in uncashed checks	—	6,558	3,264	9,822
Proceeds from exercise of stock options	1,350	—	—	1,350
Remittance of shares, net	(4,061)	—	—	(4,061)
Excess tax benefit of stock-based compensation	3,352	—	—	3,352
Deferred financing costs paid	(8,463)	—	—	(8,463)
Proceeds from employee stock purchase plan	3,516	—	—	3,516
Payments of capital leases	—	(820)	(7,017)	(7,837)
Distribution of cash earned on employee participation plan	—	—	(189)	(189)
Issuance of senior secured notes, including premium	261,250	—	—	261,250
Dividends received / (paid)	10,186	(24,306)	14,120	—
Interest received / (payments)	—	35,088	(35,088)	—
Intercompany debt	—	(140,425)	140,425	—
Net cash from financing activities	267,130	(123,905)	115,515	258,740
Effect of exchange rate change on cash	—	—	423	423
(Decrease) increase in cash and cash equivalents	(8,895)	3,489	(36,081)	(41,487)
Cash and cash equivalents, beginning of year	100,476	124,582	77,152	302,210
Cash and cash equivalents, end of year	$ 91,581	$ 128,071	$ 41,071	$ 260,723

(19) QUARTERLY DATA (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in thousands except per share amounts)			
2013				
Revenues	$ 862,163	$ 860,528	$ 907,535	$ 879,430
Cost of revenues (2)	636,024	614,326	647,119	645,164
Gross profit	226,139	246,202	260,416	234,266
Income from operations	34,828	53,243	73,608	58,877
Other income (expense)	525	1,655	(150)	(325)
Net income	10,502	22,902	35,361	26,801
Basic earnings per share	0.17	0.38	0.58	0.44
Diluted earnings per share	0.17	0.38	0.58	0.44

	First Quarter	Second Quarter	Third Quarter (1)	Fourth Quarter (1)
	(in thousands except per share amounts)			
2012				
Revenues	$ 572,022	$ 523,118	$ 533,806	$ 558,962
Cost of revenues (2)	400,315	367,623	372,940	399,743
Gross profit	171,707	155,495	160,866	159,219
Income from operations	61,701	47,533	56,739	36,231
Other expense	(299)	(75)	(91)	(337)
Net income	32,015	23,426	12,359	61,874
Basic earnings per share	0.60	0.44	0.23	1.11
Diluted earnings per share	0.60	0.44	0.23	1.11

(1) The third quarter 2012 net income and earnings per share were impacted by a $26.4 million loss on early extinguishment of debt in connection with a redemption and repurchase of the Company's $520.0 million previously outstanding senior secured notes. The fourth quarter 2012 net income and earnings per share were impacted by a decrease in unrecognized tax benefits of $52.4 million resulting from expiring statute of limitation periods related to an historical Canadian debt restructuring transaction.

(2) Items shown separately on the statements of income consist of (i) accretion of environmental liabilities and (ii) depreciation and amortization.

Earnings per share are computed independently for each of the quarters presented. Accordingly, the quarterly basic and diluted earnings per share may not equal the total computed for the year.

(20) SUBSEQUENT EVENTS

On February 25, 2014, the Company's Board of Directors authorized the repurchase of up to $150 million of the Company's common stock. The Company intends to fund the repurchases through available cash resources. The repurchase program authorizes the Company to purchase the Company's common stock on the open market from time to time. The share repurchases will be made in a manner that complies with applicable U.S. securities laws. The number of shares purchased and the timing of the purchases will depend on a number of factors, including share price, cash required for future business plans, trading volume and other conditions. The Company has no obligation to repurchase stock under this program and may suspend or terminate the repurchase program at any time.

On February 27, 2014, the Company's Executive team and Board of Directors terminated the Company's Employee Stock Purchase Plan (as discussed in Note 15, "Stock-Based Compensation and Employee Benefit Plans"), effective as of March 31, 2014.

CLEAN HARBORS, INC. AND SUBSIDIARIES

SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS

For the Three Years Ended December 31, 2013

(in thousands)

Allowance for Doubtful Accounts	Balance Beginning of Period	Additions Charged to Operating Expense	Deductions from Reserves(a)	Balance End of Period
2011	$ 2,084	$ 759	$ 1,013	$ 1,830
2012	$ 1,830	$ 1,213	$ 1,797	$ 1,246
2013	$ 1,246	$ 7,933	$ 1,825	$ 7,354

(a) Amounts deemed uncollectible, net of recoveries.

Revenue Allowance(b)	Balance Beginning of Period	Additions Charged to Revenue	Deductions from Reserves	Balance End of Period
2011	$ 21,620	$ 13,846	$ 24,613	$ 10,853
2012	$ 10,853	$ 18,847	$ 19,821	$ 9,879
2013	$ 9,879	$ 16,401	$ 15,528	$ 10,752

(b) Due to the nature of the Company's business and the complex invoices that result from the services provided, customers may withhold payments and attempt to renegotiate amounts invoiced. In addition, for some of the services provided, the Company's invoices are based on quotes that can either generate credits or debits when the actual revenue amount is known. Based on industry knowledge and historical trends, the Company records a revenue allowance accordingly. This practice causes the volume of activity flowing through the revenue allowance during the year to be higher than the balance at the end of the year. Increases in overall sales volumes and the expansion of the customer base in recent years have also increased the volume of additions and deductions to the allowance during the year, as well as increased the amount of the allowance at the end of the year.

The revenue allowance is intended to cover the net amount of revenue adjustments that may need to be credited to customers' accounts in future periods. Management determines the appropriate total revenue allowance by evaluating the following factors on a customer-by-customer basis as well as on a consolidated level: historical collection trends, age of outstanding receivables, existing economic conditions and other information as deemed applicable. Revenue allowance estimates can differ materially from the actual adjustments, but historically the revenue allowance has been sufficient to cover the net amount of the reserve adjustments issued in subsequent reporting periods.

Valuation Allowance on Deferred Tax Assets	Balance Beginning of Period	Additions (Deductions) Charged to (from) Income Tax Expense	Other Changes to Reserves(a)	Balance End of Period
2011	$ 12,919	$ (1,593)	$ 147	$ 11,473
2012 (As Adjusted)	$ 11,473	$ (196)	$ 15,048	$ 26,325
2013	$ 26,325	$ (1,545)	$ 4,946	$ 29,726

(a) The Safety-Kleen acquisition accounted for $13.8 million of the increase in the valuation allowance as of December 31, 2012.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of the Company's management, including the Chief Executive Officer and its Chief Financial Officer, management evaluated the effectiveness of the Company's disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended, as of December 31, 2013. The Company's Chief Executive Officer and its Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2013.

Management's Annual Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as that term is defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, the Company conducted an evaluation of its internal control over financial reporting based on the framework in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

The Company's management evaluated the effectiveness of Clean Harbors internal control over financial reporting as of December 31, 2013. Based on their evaluation under the framework in *Internal Control—Integrated Framework (1992)*, the Company's management concluded that the Company maintained effective internal control over financial reporting as of December 31, 2013 based on the criteria in the *Internal Control—Integrated Framework (1992)*.

Deloitte & Touche LLP, the independent registered public accounting firm that audited the Company's consolidated financial statements, has issued an attestation report on the Company's internal control over financial reporting as of December 31, 2013, which is included below in this Item 9A of this annual report on Form 10-K.

Changes in Internal Control over Financial Reporting

There have not been any changes in the Company's internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act, during the Company's fiscal quarter ended December 31, 2013 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Limitations on the Effectiveness of Controls

The Company's management, including the Chief Executive Officer and Chief Financial Officer, does not expect that the Company's disclosure controls and procedures or the Company's internal control over financial reporting will prevent all errors and all fraud.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Further, the design of disclosure controls and procedures and internal control over financial reporting must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations of controls and procedures and internal control over financial reporting, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
of Clean Harbors, Inc.
Norwell, Massachusetts

We have audited the internal control over financial reporting of Clean Harbors, Inc. and subsidiaries (the "Company") as of December 31, 2013, based on criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2013 of the Company and our report dated March 3, 2014 expressed an unqualified opinion on those financial statements and financial statement schedule.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
March 3, 2014

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

Except for the information set forth below under Item 12 with respect to securities authorized for issuance under the registrant's equity compensation plans, the information called for by Item 10 (Directors, Executive Officers and Corporate Governance), Item 11 (Executive Compensation), Item 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), Item 13 (Certain Relationships and Related Transactions, and Director Independence), and Item 14 (Principal Accountant Fees and Services) is incorporated herein by reference to the registrant's definitive proxy statement for its 2014 annual meeting of shareholders, which definitive proxy statement will be filed with the Securities and Exchange Commission by April 30, 2014.

For the purpose of calculating the aggregate market value of the voting stock of the registrant held by non-affiliates as shown on the cover page of this report, it has been assumed that the directors and executive officers of the registrant, as will be set forth in the Company's definitive proxy statement for its 2014 annual meeting of shareholders, are the only affiliates of the registrant. However, this should not be deemed to constitute an admission that all of such persons are, in fact, affiliates or that there are not other persons who may be deemed affiliates of the registrant.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

In addition to the information about the security ownership of certain beneficial owners and management and related stockholder matters which is incorporated herein by reference to the Company's definitive proxy statement for the Company's 2014 annual meeting of shareholders, the following table includes information as of December 31, 2013 regarding shares of common stock authorized for issuance under the Company's equity compensation plans. The Company's shareholders previously approved each of the plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options and rights(a)	Weighted average exercise price of outstanding options and rights(b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))(c)
Equity compensation plans approved by security holders(1)	36,000	$ 29.73	5,237,137

(1) Includes: (i) the Company's 2000 Stock Incentive Plan which expired in 2010, but under which there were on December 31, 2013 outstanding options for an aggregate of 36,000 shares; and (ii) the Company's 2010 Stock Incentive Plan (the "2010 Plan") under which there were on December 31, 2013 no outstanding options but 5,237,137 shares were available for grant of future options, stock appreciation rights, restricted stock awards, restricted stock units and certain other forms of equity incentives. See Note 15, "Stock-Based Compensation and Employee Benefit Plans," to the Company's consolidated financial statements included in Item 8, "Financial Statements and Supplementary Data," in this report.

In addition, as described in Note 15, "Stock-Based Compensation and Employee Benefit Plans," to the Company's consolidated financial statements included in Item 8, "Financial Statements and Supplementary Data," in this report, the Company has an Employee Stock Purchase Plan (the "ESPP"), which is a qualified employee stock purchase plan under Section 423 of the Internal Revenue Code of 1986, as amended, through which the Company's employees are given the opportunity to purchase shares of common stock at 85% of the lower of the market price at the beginning and end of each quarter. On December 31, 2013, there were 340,780 shares reserved for future issuance under the ESPP.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents Filed as a Part of this Report

	Page
1. Financial Statements:	
Report of Independent Registered Public Accounting Firm	41
Consolidated Balance Sheets as of December 31, 2013 and 2012	42
Consolidated Statements of Income for the Three Years Ended December 31, 2013	43
Consolidated Statements of Comprehensive Income for the Three Years Ended December 31, 2013	44
Consolidated Statements of Cash Flows for the Three Years Ended December 31, 2013	45
Consolidated Statements of Stockholders' Equity for the Three Years Ended December 31, 2013	46
Notes to Consolidated Financial Statements	47
2. Financial Statement Schedule:	
Schedule II Valuation and Qualifying Accounts for the Three Years Ended December 31, 2013	96

All other schedules are omitted because they are not applicable, not required, or because the required information is included in the financial statements or notes thereto.

3. Exhibits:

The list of exhibits filed as part of this annual report on Form 10-K is set forth on the Exhibit Index immediately following the signature page to this report, and such Exhibit Index is incorporated herein by reference.

Exhibits to this annual report on Form 10-K have been included only with the copies of the Form 10-K filed with the Securities and Exchange Commission. Upon request to the Company and payment of a reasonable fee, copies of the individual exhibits will be furnished. The Company undertakes to furnish to the Commission upon request copies of instruments (in addition to the exhibits listed below) relating to the Company's acquisitions and long-term debt.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this annual report to be signed on its behalf by the undersigned, thereunto duly authorized on March 3, 2014.

CLEAN HARBORS, INC.

By: /s/ ALAN S. MCKIM
Alan S. McKim
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ALAN S. MCKIM Alan S. McKim	Chairman of the Board of Directors and Chief Executive Officer	March 3, 2014
/s/ JAMES M. RUTLEDGE James M. Rutledge	Vice Chairman, President and Chief Financial Officer	March 3, 2014
/s/ MICHAEL L. BATTLES Michael L. Battles	Senior Vice President, Corporate Controller and Chief Accounting Officer	March 3, 2014
* Gene Banucci	Director	March 3, 2014
* John P. DeVillars	Director	March 3, 2014
* Edward G. Galante	Director	March 3, 2014
* John F. Kaslow	Director	March 3, 2014
* Rod Marlin	Director	March 3, 2014
* Daniel J. McCarthy	Director	March 3, 2014
* John T. Preston	Director	March 3, 2014
* Andrea Robertson	Director	March 3, 2014
* Thomas J. Shields	Director	March 3, 2014

*By: /s/ ALAN S. MCKIM
Alan S. McKim
Attorney-in-Fact

EXHIBIT INDEX

Item No.	Description	Location
2.1	Acquisition Agreement by and between Safety-Kleen Services, Inc., as Seller, and Clean Harbors, Inc., as Purchaser, dated as of February 22, 2002	(1)
2.2	First Amendment to Acquisition Agreement by and between Safety-Kleen Services, Inc., as Seller, and Clean Harbors, Inc., as Purchaser, dated as of March 8, 2002	(2)
2.3	Second Amendment to Acquisition Agreement by and between Safety-Kleen Services, Inc. as Seller, and Clean Harbors, Inc. as Purchaser, dated as of April 30, 2002	(3)
2.4	Third Amendment to Acquisition Agreement by and between Safety-Kleen Services, Inc., as Seller, and Clean Harbors, Inc., as Purchaser, dated as of September 6, 2002	(4)
2.5	Fourth Amendment to Acquisition Agreement by and between Safety-Kleen Services, Inc., as Seller and Clean Harbors, Inc., as Purchaser, dated as of July 14, 2003	(5)
2.6	Agreement and Plan of Merger dated as of October 26, 2012 among Safety-Kleen, Inc., Clean Harbors, Inc., and CH Merger Sub, Inc.	(6)
3.1A	Restated Articles of Organization of Clean Harbors, Inc.	(7)
3.1B	Articles of Amendment [as filed on May 9, 2011] to Restated Articles of Organization of Clean Harbors	(8)
3.4C	Amended and Restated By-Laws of Clean Harbors, Inc.	(9)
4.33E-1	Fourth Amended and Restated Credit Agreement dated as of January 17, 2013 among Clean Harbors, Inc., as the U.S. Borrower, Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto	(10)
4.33F	Guarantee (U.S. Domiciled Loan Parties-U.S. Facility Obligations) dated as of May 31, 2011 executed by the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other U.S. Facility Secured Parties	(11)
4.33G	Guarantee (Canadian Domiciled Loan Parties-Canadian Facility Obligations) dated as of May 31, 2011 executed by the Canadian Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties	(11)
4.33H	Guarantee (U.S. Domiciled Loan Parties-Canadian Facility Obligations) dated as of May 31, 2011 executed by Clean Harbors, Inc. and the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties	(11)
4.33I	Security Agreement (U.S. Domiciled Loan Parties) dated as of January 17, 2013 among Clean Harbors, Inc. , as the U.S. Borrower and a Grantor, the subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent	(10)
4.33J	Security Agreement (Canadian Domiciled Loan Parties) dated as of May 31, 2011 among Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower and a Grantor, the Canadian subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent	(11)
4.40	Indenture dated as of July 30, 2012, among Clean Harbors, Inc., as Issuer, the Guarantors listed on the signature pages thereto, and U.S. Bank National Association, as Trustee	(12)
4.42	Indenture dated as of December 7, 2012, among Clean Harbors, Inc., as Issuer, the subsidiaries of Clean Harbors, Inc. named therein as Guarantors, and U.S. Bank National Association, as Trustee	(13)
10.43*	Key Employee Retention Plan	(14)
10.43A*	Form of Severance Agreement under Key Employee Retention Plan with Confidentiality and Non-Competition Agreement	(15)
10.45	Bill of Sale and Assignment dated as of September 10, 2002 by Safety-Kleen Services, Inc. and its Subsidiaries named therein, as Sellers, and Clean Harbors, Inc., as Purchaser, and its Subsidiaries named therein, as Purchasing Subs	(4)
10.46	Assumption Agreement made as of September 10, 2002 by Clean Harbors, Inc. in favor of Safety-Kleen Services, Inc. and its Subsidiaries named therein	(4)
10.50*	Accepted offer letter, severance agreement, and relocation package and agreement, effective August 1, 2005, between the Company and James M. Rutledge	(16)

Item No.	Description	Location
10.52B*	Clean Harbors, Inc. Management Incentive Plan [as amended and restated on March 5, 2012]	(17)
10.53*	Clean Harbors, Inc. Annual CEO Incentive Bonus Plan	(18)
10.54*	Clean Harbors, Inc. 2010 Stock Incentive Plan [as amended on May 10, 2010]	(19)
10.54A*	Revised form of Restricted Stock Award Agreement [Non-Employee Director] [for use under 2010 Stock Incentive Plan]	(15)
10.54B*	Revised form of Restricted Stock Award Agreement [Employee] [for use under Clean Harbors, Inc. 2010 Stock Incentive Plan]	(15)
10.54C*	Revised form of Performance-Based Restricted Stock Award Agreement [for use under Clean Harbors, Inc. 2010 Stock Incentive Plan]	(15)
10.54D*	Amendment to Section 8 and 10(i) of the Company's 2010 Stock Incentive Plan	(20)
10.55*	Clean Harbors, Inc. 2014 CEO Annual Incentive Plan	(21)
21	Subsidiaries	Filed herewith
23	Consent of Independent Registered Public Accounting Firm	Filed herewith
24	Power of Attorney	Filed herewith
31.1	Rule 13a-14a/15d-14(a) Certification of the CEO Alan S. McKim	Filed herewith
31.2	Rule 13a-14a/15d-14(a) Certification of the CFO James M. Rutledge	Filed herewith
32	Section 1350 Certifications	Filed herewith
101	The following materials from the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Income, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Stockholders' Equity, and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text	(22)

(*) A "management contract or compensatory plan or arrangement" filed as an exhibit to this report pursuant to Item 15(f) of Form 10-K.

(1) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on February 28, 2002.

(2) Incorporated by reference to the similarly numbered exhibit to the Company's Form 10-K Annual Report for the Year ended December 31, 2001.

(3) Incorporated by reference to the similarly numbered exhibit to the Company's Form 10-Q Quarterly Report for the Quarterly Period ended March 31, 2002.

(4) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on September 25, 2002.

(5) Incorporated by reference to the similarly numbered exhibit to the Company's Form 10-Q Quarterly Report for the Quarterly Period ended June 30, 2003.

(6) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on October 31, 2012.

(7) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on May 19, 2005.

(8) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on May 12, 2011.

(9) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on December 6, 2011.

(10) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on January 18, 2013.

(11) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on June 3, 2011.

(12) Incorporated by reference to the similarly numbered exhibit to the Company's Report on Form 8-K filed on July 30, 2012.

(13) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on December 10, 2012.

(14) Incorporated by reference to the similarly numbered exhibit to the Company's Form 10-Q Quarterly Report for the Quarterly Period ended March 31, 1999.

(15) Incorporated by reference to the similarly numbered exhibit to the Company's Form 10-K Annual Report for the Year ended December 31, 2010.

(16) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on August 1, 2005.

(17) Incorporated by reference to Appendix A to the Company's definitive proxy statement for its 2012 annual meeting of shareholders filed on March 23, 2012.

(18) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on May 14, 2009.

(19) Incorporated by reference to the similarly numbered exhibit to the Company's Form 8-K Report filed on May 14, 2010.

(20) Incorporated by reference to Appendix B to the Company’s definitive Proxy Statement filed on March 22, 2013.

(21) Incorporated by reference by Appendix A to the Company’s definitive Proxy Statement filed on March 22, 2013.

(22) These interactive data files are furnished herewith and deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

SHAREHOLDER INFORMATION

Common Stock

Our common stock trades on the New York Stock Exchange under the symbol CLH. The following table sets forth the high and low sales prices of our common stock for the indicated periods as reported by the New York Stock Exchange.

2013	High	Low	2012	High	Low
First Quarter	$ 60.00	$ 48.22	First Quarter	$ 71.63	$ 60.18
Second Quarter	$ 61.28	$ 50.37	Second Quarter	$ 69.25	$ 54.03
Third Quarter	$ 59.80	$ 50.23	Third Quarter	$ 61.99	$ 47.61
Fourth Quarter	$ 64.12	$ 51.77	Fourth Quarter	$ 61.72	$ 46.94

On February 14, 2014, the closing price of our common stock on the New York Stock Exchange was $54.97 and there were 366 stockholders of record of our common stock, excluding stockholders whose shares were held in nominee, or "street" name. We estimate that approximately 26,000 additional stockholders beneficially held shares in street name on that date.

We have never declared nor paid any cash dividends on our common stock, and we do not intend to pay any dividends on our common stock in the foreseeable future.

Form 10-K
Copies of the Company's Annual Report on Form 10-K for the year ended December 31, 2013, filed with the Securities and Exchange Commission on March 3, 2014, may be obtained without charge online at www.cleanharbors.com, or by writing to our corporate headquarters:

42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
Attention: Investor Relations
781.792.5100

Annual Shareholders Meeting
Wednesday, June 18, 2014
10:00 a.m. EDT
Clean Harbors Training Facility
101 Philip Drive
Norwell, MA 02061-9149

Auditors
Deloitte & Touche LLP
200 Berkeley Street
Boston, MA 02116

Secretary of the Corporation
C. Michael Malm, Esq.
Davis, Malm & D'Agostine, P.C.

Corporate Counsel
Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, MA 02108

Transfer Agent
American Stock Transfer & Trust Company
59 Maiden Lane, Plaza Level
New York, NY 10038
800.937.5449

Corporate Headquarters
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
781.792.5000
www.cleanharbors.com

Safe Harbor Statement
Any statements contained herein that are not historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are generally identifiable by use of the words "believes," "expects," "intends," "anticipates," "plans to," "estimates," "projects," or similar expressions. Such statements may include, but are not limited to, statements about the benefits of the acquisition of Safety-Kleen, including future financial and operating results, the combined company's plans, objectives, expectations and intentions and other statements that are not historical facts. Such statements are based upon the beliefs and expectations of Clean Harbors' management as of this date only and are subject to certain risks and uncertainties that could cause actual results to differ materially, including, without limitation, those items identified as "risk factors" in Clean Harbors' most recently filed Form 10-K and Form 10-Q. Therefore, readers are cautioned not to place undue reliance on these forward-looking statements. Clean Harbors undertakes no obligation to revise or publicly release the results of any revision to these forward-looking statements other than through its filings with the Securities and Exchange Commission, which may be viewed in the "Investors" section of Clean Harbors' website.

Clean Harbors is an Affirmative Action/Equal Opportunity Employer.

Corporate Headquarters
Clean Harbors, Inc.
42 Longwater Drive
P. O. Box 9149
Norwell, MA 02061-9149
781.792.5000

www.cleanharbors.com

SECTION E

INSPECTION AND ACCEPTANCE

The City's Contract Manager or designee for the Scope of Services specified herein will be responsible for inspecting and accepting all work, documents, and information received from the Contractor's Contract Administrator.

The Contractor's performance including, but not limited to, services, materials, supplies, vehicles and equipment furnished or utilized in the performance of any Contract resulting from this RFP, and workmanship in the performance of services will be subject to inspection and testing by the City and regulating agencies at all times during the term of the Contract.

The Contractor shall have personnel available for regulatory agency inspections during and outside the PHHWCF's hours of operation. The Contractor shall cooperate with any inspector assigned by the City or regulatory agencies so as to allow said inspectors to determine the Contractor's conformity with the requirements of any Contract resulting from this RFP, the adequacy of the services provided, and conformance with permit and other regulatory conditions. All inspections will be made in such a manner as to not unduly interfere with the Contractor's performance. The Contractor shall work cooperatively with the City to correct any permit or other violations related to the Contractor's performance.

SECTION F

DELIVERIES AND PERFORMANCE

F.01 PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C-Scope of Services for the period of one (1) year beginning on the date specified in the Notice to Proceed, and for up to four (4) additional one (1) year periods if one or more options to renew the Contract are duly exercised by the City, at its sole discretion, in accordance with Section I.05 of this Contract. The Scope of Services shall be provided at the specified location(s) and service hours of operation as specified in Section C.

Delivery shall be made in accordance with the Contract Documents (see Section I.01, "Definitions"). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, and the circumstances are within the control of the Contractor, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, except with respect to Emergency Response Services. But any such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

F.02 QUALITY CONTROL

The Contractor's performance of work and acceptability of personnel, equipment, materials, vehicles, supplies, TSDFs, subcontractors, and efficient and effective means and methods of providing the Scope of Services described in this Contract will be subject to the satisfaction of the City.

Performance standards include, but are not limited to:

1) Arrival at the designated location at the designated time to perform services.

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

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

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

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

6) Availability and delivery of materials as requested by the City.

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

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

9) Notice to the City within ten (10) business days if any transporter, or recycling or disposal facility utilized by this Contract receives a regulatory fine, penalty or other environmental action as described in Section C.11.2.

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

11) Conduct all service activities described in this Contract in a professional manner.

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

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Manager for the services provided under this Contract is the City's Department designee. The Contractor Manager will provide technical oversight of this Contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, duly authorized, and signed by the Purchasing Agent.

G.01 INVOICING AND PAYMENT

Upon award of any Contract resulting from this RFP, the City will designate one (1) Contract Administrator and one (1) Contract Manager for all activities related to the Contract.

For hourly rate charges for labor, equipment, and vehicles, the Contractor shall utilize an established "base" location in San Diego County for mobilization of Contractor's staff, equipment and vehicles. Contractor shall invoice based on that set time designated to travel from the "base" location to any location within the City of San Diego. The Contractor shall apply this agreed upon Portal-to-Portal average time using the "base" location as the start and end point and add the actual time performing the service at the service location to determine the charging time on an invoice.

The Contractor shall mail invoices and supporting documentation to the designated Contract Manager. The Contractor shall submit draft invoices for each of the HHW services covered under this Contract per the following timeframes specified in Table 5 – Billing Submittal Timelines. The invoice may be sent electronically or a paper copy may be sent by mail in duplicate (one copy to be marked "original") to the City. The address should be in the following form:

The City of San Diego
TITLE OF CITY EMPLOYEE (Per Purchase Order)
Environmental Services Department
9601 Ridgehaven Court, Suite 320
San Diego, CA 92123

Table 5
Billing Submittal Timelines

Service Type	PHHWCF, Door-to-Door, Sharps Mail Back, and Sharps Kiosk	Load Check Program	THHWCF and Bulb and Battery Event
Invoice Submittal Frequency	Monthly	Per pickup	Per Event
Invoice Due Date	Due by the 10th of the month following the service month	Due within ten (10) business days following the pickup date	Due within five (5) business days following the event date

Invoices shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and the Contractor shall provide the following information, and adhere to the additional requirements listed below, when invoicing the City for any services rendered under this Contract:

1) Contract and Purchase Order number;

2) Unique traceable invoice number(s);

3) Service component, location, and date or period of service;

4) Complete itemization of all services and associated costs including but not limited to the following when applicable:

   a) Fixed mobilization and labor rates for the PHWWCF, THHWCF, or Bulb and Battery Collection Event;

   b) Number of customers served by the PHWWCF, THHWCF, or Bulb and Battery Collection Event;

   c) Number of pickups for Door-to-Door services and Sharps Kiosk Collection service;

   d) The volume or number of drum size and type for of each waste collected for recycling or disposal;

   e) Expenditure for used motor oil, oil filter, and contaminated motor oil collection and disposal costs;

   f) Quantities of materials delivered; and

g) If applicable, a separate line item for cost plus items, hourly labor and vehicle charges.

5) Date invoice was mailed to the City;

6) All supporting documents to support the charges including, but not limited to, the hazardous waste manifest, bill-of-lading, time sheets for additional labor, receipt for any cost plus items purchased, weigh tickets for wastes disposed of in bulk, or any other expenditure receipt or documentation that supports the invoiced items;

7) HHW tonnage, manifest and bill-of-lading summary;

8) A signature line for the City entity to sign acknowledging receipt of service;

9) Total charges billed at invoice time and date; and

10) Total payments received to date.

11) The City will review the draft invoice and supporting documentation and provide any feedback on any corrections required within ten (10) working days of receipt of the draft invoice. The City will approve the draft invoice within ten (10) working days of receipt of an accurate and complete submittal. The Contractor shall submit the final invoice within ten (10) business days of receipt of the City's approval of the draft invoice package. The final invoice date will start the Net thirty (30) days Payment Terms.

12) A copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period shall be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101.

13) Upon review and approval from the City Department receiving service, invoices shall be forwarded to the City's Comptroller's Office for payment. The approval shall be electronic.

14) The Contractor will submit the draft invoice for June services no later than July 5th and the final invoice(s) for June services no later than July 15th for any services performed under this Contract.

15) Invoices will not exceed the total annual billable amount for the contracted services, materials, equipment, and supplies.

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

17) The City will withhold payment on any disputed invoice or invoice missing the required supporting documentation until all invoice issues are resolved to the City's satisfaction. See Section I, General Contract Clauses for additional information on resolution of disputes.

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

19) The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Manager or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions").

G.02 REVIEW AND APPROVAL OF MATERIALS AND DOCUMENTS

The City and the Contractor agree to expedite their review and approval process for materials and documents such as new or revised forms, waste profiles or modification to the operations and contingency plans required due to changes in regulations or unanticipated changes to the working parameters.

The City will have fifteen (15) business days in which to review and comment on each draft of materials submitted by the Contractor. The Contractor shall anticipate that major revisions may require at least two (2) drafts and one (1) proposed final version, and modifications to existing approved work may require the submittal and City review of at least one (1) draft and one (1) proposed final version.

The City and the Contractor may mutually agree upon a shorter response time when the material is required because of a change in regulations or to expedite implementation of a new service.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.01 AUTHORITY TO ADOPT NEW AMENDMENTS FOR NEW OPERATIONS

As some services desired by the City in this RFP are new operations, the City recognizes that services other than those described in this RFP may be needed. Further, changes in local, State or Federal regulations, laws or ordinances may require the City to implement new services to manage hazardous waste(s) that are not currently included in this RFP. For services not covered by any Contract resulting from this RFP, the City and the Contractor will negotiate amendments to the Contract to describe the new services and operations, and will negotiate mutually agreeable rate(s) for such services.

H.02 CITY RECOGNITION

The Contractor and any subcontractors shall recognize the City as a funding source on all materials or handouts developed for any Contract resulting from this RFP. The Contractor shall obtain the City's approval on materials and handouts including the format, content, and proposed distribution or use prior to printing or production. Any items the Contractor develops as part of a grant awarded to the City shall also recognize the grant agency as a funding source. The City will obtain corresponding grant agency approval for these items, and will apprise the Contractor of requirements and any needed changes.

H.03 CALRECYCLE OIL PAYMENT PROGRAM TERMS AND CONDITIONS

Funding provided by the CalRecycle Used Oil Payment Program is used to fund, in whole or in part, activities covered under this Contract. The Contractor shall comply with the terms and conditions of such grants as applicable to the services provided by Contractor under this Contract. The Contractor may find the terms and conditions of the Oil Payment Program at the following CalRecycle website address:

http://www.calrecycle.ca.gov/UsedOil/LGPayments/4thCycle/Guidelines.pdf

H.04 COMPLIANCE WITH MIRAMAR LANDFILL GROUND LEASE

The Contractor acknowledges and agrees that all Contractor operations and activities at the Miramar Landfill are subject to the 1995 Ground Lease between the City of San Diego and the United States of America Department of the Navy, attached hereto as Exhibit A. The Contractor shall comply with all terms and conditions of the 1995 Ground Lease applicable to Contractor's operations and activities at the Miramar Landfill.

H.05 CONTINGENCY

It is understood by both parties that the major cost component of the HHW Collection and Disposal Program is the disposal of the HHW collected. Both parties also acknowledge that it is difficult to pre-determine the number of people who will participate in the program and the amount of Hazardous Waste which will be collected from each participant. Therefore, the City will develop an estimated budget for HHW services and will track actual and projected expenditures. The City may modify the HHW services (for example, the City may reduce the number of services, suspend services, or provide service via appointments only) in an effort to keep the total expenditures within budget.

If costs unavoidably exceed the budgeted amount, the Contractor shall submit documentation of such excess costs to the City and seek approval of payment of such costs. Examples of unavoidable excess costs include, but are not limited to, additional participation at the PHHWCF or THHWCFs as a result of more than the anticipated number of drop-in customers or unanticipated media promotion, or unusual volumes or types of wastes being received at the PHHWCF, THHWCF, or Load Check Program. Unusual types of HHW may include unacceptable wastes that were accepted with City approval such as compressed gas cylinders, PCB wastes, or reactive wastes. Examples of unusual volumes are containers larger than 15 gallons or loads of HHW exceeding 125 pounds.

The Contractor shall submit invoices and related paperwork to the City so that the program can be monitored, funding can be anticipated, and any service level adjustment(s) can be made on a timely basis, as necessary, to remain within the budgeted amount.

If additional funding is required, and the City duly authorizes such funding, the Contractor may be allotted funds to pay for the unanticipated expenditures.

H.06 CONTRACTOR'S DUTY TO SURRENDER

Upon the expiration or sooner termination of the Contract, the Contractor, at its sole cost and expense, shall remove, and/or relocate its structures and equipment as is designated by City, restore the PHHWCF Site to its original condition, normal wear and tear excepted, and vacate the PHHWCF Site. Should the Contractor neglect to restore the PHHWCF Site to a condition reasonably satisfactory to City, normal wear and tear excepted, City may perform such work or have such work performed, and Contractor shall immediately reimburse City for all direct and indirect costs associated with such work upon receipt of a statement therefore. If the Contractor fails to surrender the PHHWCF Site at the expiration or earlier termination of the Contract, the Contractor shall defend and indemnify City for all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by a succeeding contractor based on or resulting from the Contractor's failure to surrender as required herein.

H.07 CONTRACTOR RECOGNITION

The Contractor will be permitted some recognition in the materials and handouts and on equipment used to provide services contracted as a result of this RFP. However, the City will receive the principal recognition, and the Contractor will comply with Section H.03 and H.11.

H.08 EMPLOYMENT OF CITY STAFF

Any Contract resulting from this RFP may be unilaterally and immediately terminated by the City if the Contractor employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the Mayor in connection with provisions of this RFP or any Contract resulting from this RFP.

H.09 ENCUMBRANCES

The Contractor shall keep the PHHWCF Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with the Contract or the Contractor's occupancy, use, development, operation, or maintenance of the PHHWCF Site. The Contractor shall protect, defend, indemnify, and hold the City harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the PHHWCF Site or Contractor's improvements, structures, materials, or equipment, including without limitation the Contractor's failure or the failure of any subcontractor hired by Contractor to pay any person or persons referred to in Section 3181 of the California Civil Code, or other applicable sections thereof.

H.10 EXCLUSION OF HOUSEHOLD HAZARDOUS WASTES (HHW)

The City reserves the right to exclude any waste stream from management under this Contract for any reason. Examples of wastes the City may exclude are antifreeze, asbestos, cathode ray tubes (CRT) or CRT devices, contaminated soils, fluorescent lights, household batteries, latex paint, used motor oil, oil filters, treated wood, and solvents.

H.11 GRANT CONDITIONS

The Contractor shall comply with the terms and conditions of grants the City receives as applicable to the services provided by the Contractor under this Contract. The Contractor's performance of work and the acceptability of equipment or materials supplied pursuant to any Contract resulting from this RFP will be subject to the satisfaction of agencies awarding grants to the City.

For Contract activities funded by grant awards to the City, the Contractor agrees that the authorized representatives of any agency awarding grants to the City will also have the authority to access, audit, and examine documents in accordance with the grant terms and conditions.

H.12 INCIDENT NOTIFICATION

The Contractor shall report immediately to the designated City representative any incident when:

1. City property was damaged as a result of actions by the Contractor, subcontractors, or customers.

2. The Contractor witnesses or observes damage to City property.

3. An unusual incident occurs, including but not limited to, fire, vehicle accidents, thefts, and personal injury to customers, City, Contractor or subcontractor staff.

4. A spill or release of Hazardous Material or Hazardous Waste occurs.

5. Any condition exists that may pose a safety hazard to persons or property. Examples of safety hazards include, but are not limited to, specific safety hazards such as bulging containers, off gassing from containers, crystals on a container, or general safety hazards such as uneven operating surfaces, traffic control issues, or unusual weather conditions.

H.13 NON-INTERFERENCE AND COMPLIANCE WITH DIRECTIVES

The Contractor shall conduct all operations and activities under this Contract so as not to materially interfere with the City's use, operations, and activities at the Miramar Landfill. The Contractor shall use such routes and follow such procedures while on the Miramar Landfill as directed by the City. The Contractor shall timely comply with all directives of the City and other agencies having regulatory authority over the Miramar Landfill.

H.14 OWNERSHIP OF RESOURCES

The Contractor acknowledges and agrees that it will provide all equipment, supplies, materials, and vehicles for the implementation of this RFP unless otherwise designated in "City Responsibilities."

The Contractor acknowledges and agrees that the City will be the owner of any products, materials, or supplies produced or purchased for implementing the Contract resulting from this RFP. The City, at its sole discretion, may authorize exemptions to this policy, and will provide written verification of any exception. Title to these products, materials, or supplies will pass directly from the Contractor to the City when the City tenders payment for the related invoice.

The Contractor shall store and use these products, materials, and supplies for the duration of the Contract term. The City will designate the disposition of obsolete products, materials and supplies during the Contract term. The requirements in any grant awarded to the City may supersede the City's ownership of materials as well as any rights of the Contractor.

The Contractor shall report to the Contract Administrator or designee, promptly and in reasonable written detail, each notice or claim of patent, trademark, or copyright infringement related to the Contractor's performance under this Contract as soon as the Contractor has notice of such claim.

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties uniquely produced under this Contract shall be the sole and exclusive property of the City. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Contract.

H.15 REPORTING SYSTEM

The City and the Contractor recognize the need for both the City and the Contractor to provide regulatory agencies with information related to activities performed under this Contract as part of mandated reporting. The City will work with these agencies and the Contractor to agree on a reporting and recordkeeping system that communicates the required information while minimizing duplication and confusion from different forms and tracking systems.

H.16 RIGHT OF ENTRY

Subject to the terms, covenants, and conditions of the Miramar Landfill Ground Lease and the Contract, the City hereby grants permission to Contractor, its employees, agents, and subcontractors to enter upon the PHHWCF Site. This permission constitutes a license to the Contractor to use the PHHWCF Site solely and exclusively for purposes of the Contract as described in Section C – Scope of Services. This license also includes a right of reasonable ingress and egress across Miramar Landfill roads and such additional rights reasonably required by the Contractor to perform its obligations under the Contract, all solely and exclusively for purposes of providing the services contemplated under the Contract. The Contractor, its employees, agents, and independent contractors shall have the right to transport across Miramar Landfill roads and across the PHHWCF Site all goods, equipment, and materials necessary to undertake and perform Contractor's obligations under the Contract as described in Section C – Scope of Services. This right of ingress and egress shall be in accordance with all other terms, conditions, restrictions, and limitations in the Contract.

This license is subject to, and shall not unreasonably interfere with, Miramar Landfill operations, previously granted and recorded easements, rights-of-way, permits, licenses, agreements with other City contractors, and other grants of authority. The license is also subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, and easements, and rights-of-way pertaining to the PHHWCF Site, whether or not of record. The Contractor shall obtain all licenses, permits, and agreements from such third parties as may become necessary or be reasonably advisable to allow its use of the PHHWCF Site, relative to any such superior interest. If Contractor's use of the PHHWCF Site is, or becomes inconsistent or incompatible with a preexisting, superior interest, Contractor shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Except as otherwise provided in the Contract, the City may, at all times, enter and inspect the PHHWCF Site.

H.17 SCAVENGING

It is the City's policy that the City is the owner of any wastes received via City- funded HHW collection services. Removal of Hazardous Waste or other wastes for use outside the provisions of any Contract resulting from this RFP or contrary to written City policy will be considered scavenging or theft of City property. The Contractor will ensure that its staff and subcontractors comply with the City's policy of no scavenging. The Contractor agrees to include the City's policy of no scavenging in all subcontractor agreements hereunder.

H.18 SITE SUITABILITY

The Contractor acknowledges that it has visited, inspected, and is familiar with the Miramar Landfill and the PHHWCF Site including, but not limited to, physical conditions of the Miramar Landfill and the PHHWCF Site relevant to the obligations of Contractor under any Contract resulting from this RFP, including but not limited to its surface conditions, roads, utilities, topographical conditions, air and water quality conditions, drainage conditions, and normal and usual Landfill operations.

The Contractor acknowledges it is also familiar with all local and other conditions which may be material to the Contractor's performance of its obligations under the Contract including, but not limited to, transportation, seasons and climate, access, availability, disposal, handling, and storage of materials and equipment, and availability and quality of labor and utilities. The Contractor has received and reviewed all information regarding the Miramar Landfill and the PHHWCF Site which has been provided to the Contractor and/or obtained by Contractor in the course of making its decision to submit a Proposal in response to this RFP. The Contractor agrees the PHHWCF Site is suitable for the Contractor's performance of its obligations under any Contract resulting from this RFP.

H.19 TAXES

The Contractor shall pay, before delinquency, all taxes, assessments, possessory interest taxes, and fees assessed or levied upon the Contractor, including on any structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by the Contractor, or levied by reason of the business or other activities by the Contractor related to the PHHWCF Site, including any fees for licenses or permits.

H.20 TEMPORARY INTERRUPTION OF PHHWCF OPERATIONS

The Contractor acknowledges and agrees that the owner of the property on which the PHHWCF is located is the United States of America, Department of the Navy, and that due to national emergencies or other unforeseen events, a temporary closure of the Miramar Landfill and/or the PHHWCF may be required. During any such closure, all obligations of performance by the Contractor under any Contract resulting from this RFP shall be temporarily suspended until the City notifies the Contractor to resume operations under the Contract.

H.21 THIRD PARTY WASTE ACCEPTANCE

The Contractor understands that the City intends to participate in the Architectural Paint Recovery Program as described in the Public Resources Code Sections 48700-48706 and California Health and Safety Code Sections 25217 - 25217.4. The Contractor shall comply with the requirements of the Architectural Paint Recovery Program and the sorting, storage, labeling, packaging, and other requirements of any architectural paint stewardship plan approved by the Department of Resources Recycling and Recovery which the City decides to participate in.

The Contractor understands that the City shall continue to participate in other manufacturer waste collection programs including, but not limited to, the Thermostat Recycling Corporation program for the collection of all brands of mercury thermostats, and the Rechargeable Battery Corporation program for all brands of rechargeable batteries. The mercury thermostat manufacturer collection program requirements are specified in Article 10.2.2 (commencing with Section 25214.8.10) in Chapter 6.5 of Division 20 of the California Health and Safety Code. The rechargeable battery manufacturer collection program requirements are specified in Chapter 8.4 (commencing with Section 42451), Part 3 of Division 30 of the California Public Resources Code. The Contractor shall continue to comply with the sorting, storage, labeling, packaging and other similar requirements required by these manufacturers' waste collection programs.

The Contractor understands that the City intends to participate in other manufacturer waste collection programs as they become available. The Contractor shall comply with any sorting, storage, labeling, packaging, and other similar requirements of any new manufacturer waste collection program which the City decides to participate in. If the Contractor will incur additional costs under this Contract in complying with any

manufacturer's waste collection program, the Contractor may seek additional compensation, provided that the Contractor must submit documentation satisfactory to the City substantiating the Contractor's request for additional compensation. Thereupon, the City will negotiate with the Contractor to reach mutually agreeable rate(s) for such services.

SECTION I

GENERAL CONTRACT CLAUSES

I.01 Definitions

Addenda – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

Announcement of the Selected Contractor – A written announcement sent to all Contractors that submitted a Proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

APCD is the Air Pollution Control District.

Apparent Successful Proposal or Contractor – The entity that submitted the Proposal best meeting the City's requirements and that will be awarded the Contract, provided that all conditions precedent to Award are fulfilled.

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

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

BAFO – Best and Final Offer.

CalRecycle is the California Department of Resources Recycling and Recovery.

CESQG is the conditionally exempt small quantity generator. It is the description given to small business that generates hazardous waste in quantities that allow them to use HHW collection services as a legal disposal option.

Chemical Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, dumping, injecting, escaping, leaching, or disposing of a Hazardous Material/Hazardous Waste or chemical into the environment as defined by California Health and Safety Code Section 25501(s), 19 California Code of Regulations, 40 Code of Federal Regulations Part 302, and any other applicable regulatory definition.

City is the City of San Diego, a municipal corporation.

Contract – The agreement between the City and the Contractor which consists of the Contract Documents.

Contract Administrator - Contractor's point of contact for matters related to the provision of goods or services by Contractor pursuant to this Contract. The name(s) of the Contract Administrator(s) will be provided after Award. Same as Project Manager.

Contract Documents – The documents as defined in the "Contract Form."

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

Contract Manager – City's designated staff member to oversee technical waste disposal elements and operation of the Contract for all departments, but does not include invoice approval or payment. Invoice review and approval will be the responsibility of the user department's designee**.**

CRT is a cathode ray tube. CRT glass contains lead. Television, non-flat panel computer monitors, and other scientific equipment contain CRTs.

Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code.

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

EPA ID# is an EPA identification number. The Department of Toxic Substance Control (DTSC) assigns a separate EPA ID# to a CESQG, PHHWCF, and a THHWCF to track disposal of hazardous waste generated by these facilities.

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

Ground Lease means the 1995 Ground Lease for the Miramar Landfill entered into between City and the United States of America Department of Navy, attached hereto as Attachment 6 and incorporated herein by reference.

Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the terms of the Contract.

Hazardous Materials, Hazardous Waste - has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder. It further means any waste (or radioactive materials which are source, special nuclear or by-product material

as defined by 42 U.S.C. Section 2011 et seq. and the regulations contained in 10 CFR Part 40) which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a Hazardous Waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (a) the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the regulations contained in 40 CFR Parts 260-281; (b) the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.) and the regulations contained in 40 CFR Parts 761-766; (c) the California Health and Safety Code, Section 25117; (d) the California Public Resources Code, Section 40141; (e) future additional or substitute Applicable Law pertaining to the identification, characterization, treatment, storage, packaging, handling, management, processing, Recycling, sorting, conversion, transport, or Disposal of toxic substances or Hazardous Wastes; and (f) Title 22 California Code of Regulations Section 66261.9.

HHW is Household Hazardous Waste.

HHWTF is the Household Hazardous Waste Transfer Facility. See PHHWCF.

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

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

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

IIPP is an Illness and Injury Prevention Plan.

LDR is a land disposal restriction notification.

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

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

Notice to Proceed – A written notification from the City to the successful Proposer or Contractor stating that there is an award of contract in accordance with the a Proposal or proposal previously submitted, and that effective with receipt the Contractor shall proceed with performance; allows work to start.

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

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

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

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

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

Pharmaceutical and personal care products (PPCPs) are a diverse group of chemicals including, but not limited to, prescription and over-the-counter human drugs, veterinary drugs, diagnostic agents, nutritional supplements, and other consumer products such as fragrances, cosmetics, and sun-screen agents.

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

Project Manager is the contractor's service representative who is responsible for managing the contract with the City.

Price Schedule – Forms issued by the Purchasing Agent in Section B for Contractors to quote Contract Amount.

Procurement Card – City issued credit card.

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

Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

Protest – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

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

Purchasing Agent – The person with authority under the San Diego Charter Section 35 and San Diego Municipal Code Section 22.3202, and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

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

Regulatory Agencies - means all government agencies having jurisdiction over the management, handling, transport, treatment, storage, recycling, and disposal of Hazardous Materials, Hazardous Wastes or regulated wastes.

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

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

Site Manager is the contractor's representative during operations at the PHHWCF and Recyclable HHW collection events. The Site Manager ensures the contractor's employees follow the standard operating procedures, as well as the applicable health and safety plan, and all other requirements.

Solicitation or Request For Proposal – Document inviting prospective Contractors to submit Proposals to provide goods and/or services.

Specifications or Scope of Services – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Section C-Scope of Services.

Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

THHWCF is a Temporary HHW Collection Facility as defined by California Code of Regulations, Section 66270.60 and 67450.4.

Treatment, Storage and Disposal Facilities (TSDF)-means a Hazardous Waste

transfer, treatment, storage or disposal facility that has received, at a minimum, a California Department of Toxic Substances Control permit, or a variance or is otherwise authorized by California law and regulations to receive specific RCRA and/or non-RCRA Hazardous Wastes for Processing, Recycling, alternative fuel, or disposal. If the TSDF is located outside the jurisdiction of California, the agency(ies) with regulatory authority over the TSDF shall have the same or higher standards for the processing, recycling, or disposal of Hazardous Waste as the State of California.

Universal Wastes are hazardous wastes that pose a lower risk to humans and the environment than other hazardous wastes. Universal Wastes include, but are not limited to, CRTs, consumer electronic devices, mercury thermostats, batteries, fluorescent lamps, mercury switches, mercury thermometers, and other mercury containing devices.

I.02 Type of Contract

This is a unit price Contract with quantities to be determined by actual consumption.

I.03 Term of Contract

The term of this Contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

I.04 Notice to Proceed

The Contractor shall not proceed with any performance of services or supply of goods required by this Contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

I.05 Option to Extend Services/Term

The City reserves the option to renew this Contract for up to four (4) additional one (1) year periods under the terms and conditions stated in this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless approved by the City Council by ordinance.

The City may also extend this Contract on a month-to-month basis upon expiration of any Contract or option period under the terms and conditions applicable to the last Contract or option period. If the City extends this Contract on a month-to-month basis, Contractor shall not increase its pricing to exceed the percentage increase applicable to the last option period.

The prices set forth in the Price Schedule pages shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Contract or by Contract amendment. All payments are subject to "Availability of Funds."

I.06 Conflict of Interest

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

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

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

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for all damages sustained as a result of the violation.

I.07 **Holidays**: The City of San Diego observes the following Holidays:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

If a holiday occurs on a Sunday, City offices will close on the following Monday; and if the Holiday is on a Saturday, City offices will be closed on the preceding Friday. City holidays are subject to change and may not be observed by the HHW collection facility.

I.08 Availability of Funds

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

I.09 Insurance

Contractor shall not begin any work under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein and all required endorsements as set forth herein; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) business days prior written notice ten (10) business days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Contract.

The City recognizes that Insurance carriers may only issue certificates of insurance and/or endorsements related to this RFP after the Contract has been awarded. Therefore, within 10 (ten) business days of the notice of award of the Contract, the Contractor will submit to the City all endorsements and certificates of insurance required herein.

9.1 **Types of Insurance**. At all times during the term of this Contract, the Contractor shall maintain insurance coverage as follows**:**

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of two million dollars ($2,000,000) per occurrence and subject to an annual aggregate of four million dollars ($4,000,000) million. Coverage written on a claims made basis must show a retroactive date to the initiation of the

Contract, and include a sixty (60) day extended reporting extension in the event of cancellation or non-renewal. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured versus insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00011290 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of two million ($2,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). The policy shall be endorsed to delete the standard pollution and/or asbestos exclusion and add the hazardous materials/waste transporters endorsement (MCS–90).

Workers' Compensation. For all of the Contractor's employees who are subject to this Contract and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of one million ($1,000,000) of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Commercial Pollution Liability Insurance. Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of Hazardous Wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury and property damage and with a four million dollar ($4,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor’s insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope

of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Contractors Hazardous Transporters Pollution Liability Insurance.

Contractor shall provide at its expense or cause its subcontractor to provide Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of Hazardous Wastes, petroleum products and wastes, toxic materials or substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million ($2,000,000) per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed $25,000 per claim. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) months extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

9.3 **Acceptability of Insurers**. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

Commercial General Liability Insurance Endorsements

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

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

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Commercial Pollution Liability Insurance.

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

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

Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

9.5 **Reservation of Rights.** The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The Contractor will notify the City in writing of the renewal date for the insurance policies required herein ninety (90) calendar days in advance of the renewal date. Upon receipt of this notice, the City will conduct its review and will notify the Contractor of the City's requested changes, if any, within thirty (30) calendar days. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

9.6 **Additional Insurance.** The Contractor may obtain additional insurance not required by this Agreement.

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

Delivery of Insurance Documents. Contractor shall deliver the certificates(s) of insurance and endorsements required above sections to**:**

- Kandace Soto
  Insurance Coordinator
  City of San Diego, Purchasing & Contracting Department
  1200 Third Avenue, Suite 200
  San Diego, CA 92101

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

- Hazardous Materials Management Program Supervisor
  City of San Diego, Environmental Services Department
  9601 Ridgehaven Court, Suite 310
  San Diego, CA 92123-1636

I.10 Criminal Background Screening

The San Diego Police Department may conduct background investigations, of which the scope is determined by the San Diego Police Department, for any individual that may require access to Police facilities. Additionally, the San Diego Police Department may require background investigations, on all contractor employees, when information becomes available that indicates a potential breach in safety or security.

I.11 Governing Law

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

I.12 Legal Requirements

Contractor is subject to all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein. The Contractor's lack of knowledge of any applicable law will in no way be cause for relief from responsibility for compliance therewith. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations (regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract) shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

1. The Contractor and Subcontractors shall abide by and comply with all Health and Safety Codes and Hazardous Waste Control laws per California Code of Regulations Title 22, Division 4.5, and Health and Safety Code, Article 13. The Contractor shall transport all wastes specified in this Contract in a method which prevents releases and is in compliance with all applicable laws including, but not limited to 49 Code of Federal Regulations.

   Any fine or penalty assessed by a Regulatory Agency against the City of San Diego as a result of the Contractor's failure to provide service in the timeframe specified by this Contract shall be borne by the Contractor.

I.13 Changes

1. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general Scope of Services of the Contract. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

3. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or

employees shall be valid unless made in the form of a written change agreed to in writing and signed by duly authorized representatives of the parties.

4. Subcontractors. The Contractor's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Contractor shall list on the Contractors Statement of Subcontractors lists all Subcontractors known to the Contractor at the time this Agreement is entered. If at any time after this Agreement is entered into the Contractor identifies a need for additional Subcontractor Services, the Contractor shall give written notice to the City of the need, at least forty-five (45) calendar days before entering into a contract for such Subcontractor Services. The Contractor's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Contractor may request that the City reduce the forty-five (45) calendar day notice period. The City agrees to consider such requests in good faith.

I.14 Drug-Free Workplace

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Contract by this reference.

I.15 Notices

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:
  Purchasing Agent
  Purchasing & Contracting Department
  1200 Third Avenue, Suite 200
  San Diego CA 92101-4195

  and

  Hazardous Materials Management Program Supervisor
  City of San Diego, Environmental Services Department
  9601 Ridgehaven Court, Suite 320
  San Diego, CA 92123

I.16 Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall defend (with counsel acceptable to the City), indemnify, protect, and hold harmless the City, its elected officials, representatives, agents, officers, and employees (collectively "Indemnified Parties") from and against any and all claims, liability, loss, legal or administrative

proceedings, injuries, damages, payments for injuries to persons or damage to property, natural resource damages, response costs, removal and/or remediation costs, restoration costs, debts, liens, demands, charges, penalties, interest, expense, and costs, including without limitation costs and fees of litigation, (collectively, "Damages") of every nature that arise out of, pertain to, relate to, directly or indirectly, in whole or in part, any performance, services, or goods provided by Contractor under this Contract or to Contractor's failure to comply with any of its obligations under this Contract. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any Damages arising from the sole negligence or sole willful misconduct of the Indemnified Parties.

Without limiting the above indemnification, the Contractor's duty to defend, indemnify, protect and hold harmless the Indemnified Parties herein shall include, but not be limited to, damages arising from or attributable to any Contractor operations, repairs, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, or other plan (regardless of whether undertaken due to governmental directive or action) concerning any Hazardous Materials or Hazardous Waste collected in connection with this Contract. The foregoing is intended to operate to defend, indemnify and hold harmless the Indemnified Parties to the full extent permitted by law for liability pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, other applicable statutes, or common law.

This Section I.16 in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section I.16.

The provisions of Section I.16 shall survive the expiration or earlier termination of any Contract resulting from this RFP and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

I.16.1 United States of America

The Contractor agrees to pay the United States of America the full value for all damages to lands or other property of the United States caused by the Contractor or Contractor's employees, subcontractor's or subcontractor's employees. Contractor shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, lawsuits, judgments and expenses arising out of or from any omission or activity of Contractor in connection with Contractor's operations under this Contract.

I.16.2 Other Jurisdictions

The Contractor agrees to defend, indemnify, protect and hold the County of San Diego (County) and other local jurisdiction or public agencies the City may contract with for the use of the City's PHHWCF, and their respective elected officials, agents, officers, employees, and representatives harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property including, but not

limited to, injury to the City's or Contractor's employees, agents, officers or representatives which arise out of or are in any manner directly or indirectly connected with the work performed under this Contract, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the County or other local jurisdiction or public agency, as the case may be, their respective elected officials, agents, officers or employees. This Section in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the County or other local jurisdiction or public agency, as the case may be, incurs enforcing the indemnity and defense provisions set forth herein.

I.17 The City of San Diego Restrictions

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered under this Contract, it shall be the responsibility of the Contractor to immediately notify the City in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the City of San Diego.

I.18 Assignment or Transfer

The Contractor shall not assign or transfer any interest or obligations under this Contract, whether by sale of the company or by express assignment, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the Contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the Contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this Section shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

I.19 Availability of Records

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City, and shall make them available for inspection, copying or other reproduction, and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records upon reasonable advance notice at locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made

available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

The Contractor must include this provision in all subcontracts.

I.20 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

a. Neglect of duty;

b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;

c. Theft, vandalism, immoral conduct or any other criminal action;

d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at the City of San Diego; and

e. Criminal convictions.

The Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations.

I.21 Removal of Employees

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit, careless, incompetent, or otherwise objectionable for reasonable cause to perform duties at the discretion of the City of San Diego and the Contractor shall comply with all such requests.

I.22 Supervision

The Contractor shall provide adequate and competent supervision at all times during the performance of the Contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

I.23 Performance Evaluation Meeting

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the Contract and as often as necessary thereafter

for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

I.24 Federal, State and Local Reporting Compliance

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all federal, state and local law reporting requirements.

I.25 Nondiscrimination

25.1 Nondiscrimination in Employment. The Contractor shall comply with the City's Equal Opportunity Contraction Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and http://www.sandiego.gov/eoc/index.shtml. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

25.2 Nondiscrimination in Contracting. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

25.3 Contract Disclosure Requirements. Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517). The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions.

I.26 Project Personnel

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually complete the work, at the

proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved by the City.

I.27 Photo Identification Badge

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

I.28 Lobbyist Activities

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of the City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.

2. For purposes of this Policy, a lobbyist is not considered a public official acting is her/his official capacity.

3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.

4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

I.29 Gratuities

1. The Contract may be terminated by written notice if the Purchasing Agent determines that the Contractor, its agent, or another representative:

    a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and

    b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

4. If this Contract is terminated under the first paragraph above, the City of San Diego is entitled to pursue breach of contract remedies and all other remedies available at law.

I.30 Termination

1. Termination for Default

   The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within five (5) business days after receipt of such notice and assuming such default is capable of being cured. The following are **c**onsidered defaults:

   a. Failure to make delivery of the goods or to perform the services of the required quality or within the time specified; or

   b. Failure to perform any of the obligations of this Contract, or to make sufficient progress in performance which may jeopardize full performance.

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

   The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this RFP. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this RFP or hereinafter enacted or established, that may be available to the City against the Contractor.

2. Termination for Convenience

   The Purchasing Agent, by written thirty (30) calendar days notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

   The Purchasing Agent may, by written notice to the Contractor, terminate this Contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

a. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

b. If, after notice of termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the Contract price shall be made as provided in paragraph (a) of this clause.

c. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

I.31 Insolvency

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

I.32 Dispute Resolution

If a dispute arises out of or relates to this Contract and if said dispute cannot be settled through normal contract negotiations, the Contractor and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

1. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by the American Arbitration Association or any other agreed upon mediator.

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

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

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

I.33 Patents and Royalties

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless the City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.34 Warranty of Services

1. “Acceptance,” as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract. “Correction,” as used in this clause, means the elimination of defect.

2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor

shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.

3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the Contract price.

I.35 Licenses and Permits

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

I.36 Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.37 Protection of the City of San Diego Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the Contract price.

Contractor's personnel shall immediately report to the Contract Manager or designee and the site City representative any accident, injury, property damage, or any other problem or irregularity that occurred when providing services under this Contract.

The Contractor is responsible for all injuries to persons and damages to property that occur as a result of the fault or negligence of said Contractor or the Contractor's employees in connection with the performance of services under this Contract.

The Contractor is responsible for repairing or replacing any City owned or City supplied equipment damaged by the Contractor or the Contractor's subcontractor(s). Repairs will not be performed until the damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

I.38 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the work hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

I.39 Suspension of Work

The Purchasing Agent may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to a price adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost to the Contractor would not have been incurred but for a delay within the provisions of this clause.

I.40 Standards of Performance

The Contractor shall perform all services required by this Contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, regulations, and good business practices.

The Contractor's performance of work and acceptability of equipment, materials, subcontractors, and efficient and effective means and methods of providing the Scope of Services described in this Contract will be subject to the satisfaction of the City. Performance standards include, but are not limited to:

a. Arrival at the designated time when providing Service

b. Provide clear communication of service activities (e.g. waste profile status, service date/time)

c. Provide appropriate, accurate, and clearly written labels for containers at the time of waste shipment.

d. Accurately prepare all disposal documentation for the City's review and signature at the time of service.

e. Safely and properly transport all wastes collected to the City approved recycling or disposal facility.

f. Notify the City within ten (10) business days if any transporter, or recycling or disposal facility utilized by this Contract receives a regulatory fine, penalty or other environmental action as described in Section C, Scope of Service.

g. Prepare and provide an accurate invoice in a readable and understandable format and in a timely manner in accordance with the Contract Documents

h. Professionally conduct all service activities described in this Contract.

i. Notify the City immediately of any equipment failure or accident leading to a Chemical Release.

I.41 Notice of Labor Disputes

a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.

b. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

I.42 Pending Legal Dispute

If the Contractor is currently involved in litigation with the City or any of the Regulatory Agencies identified in this RFP, the Contractor must identify the title of the litigation, the Court(s) where the litigation is pending, and the case number(s), along with a brief description(s) of the nature of the dispute(s).

I.43 Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

I.44 Americans with Disabilities Act Certification

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I.45 Debarment Proceedings

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0801, *et seq*.

I.46 Other Public Agencies

Public agencies other than the City of San Diego, as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to any agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

I.47 Product Endorsements

The Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

I.48 Procurement Card Transactions

[DELETED]

I.49 Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

I.50 No Waiver

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

I.51 Covenants and Conditions

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

I.52 Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

I.53 Independent Contractors

The Contractor and any Subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

I.54 Successors in Interest

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

I.55 Confidentiality of Services

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

I.56 Business Tax License

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.57 Compliance with Controlling Law

The Contractor shall comply with all laws, statutes, codes, charter provisions, ordinances, resolutions, regulations, and policies of the federal, state, and local governments applicable to this Contract. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, codes, charter provisions, ordinances, resolutions, rules, or regulations.

I.58 Equal Benefits

Any Contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

I.59 Contractor Standards

This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP (refer to Section K).

I.60 Title to Waste

The following provisions apply:

If the Contractor transports or arranges for transportation of waste to the Contractor's TSDF or a disposal TSDF chosen by the Contractor and provided the waste meets the waste description applicable thereto as per U.S. Department of Transportation (DOT) Hazardous Waste category, and the waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the waste, shall pass from City to the Contractor at such time as the loading operation of waste onto vehicles provided by the Contractor has been completed and the waste is signed for and has departed from City's premises or City authorized location for collecting wastes.

If the City transports or arranges for transportation of the waste, the waste meets the waste description applicable thereto, and the waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the waste, shall pass from City to the Contractor at such time as the waste is delivered to the Contractor's facility and accepted by the Contractor.

Title to nonconforming waste (waste with incorrect DOT name, packaging, coding, marking or labels) reverts to City, including risk of loss and all other incidents of ownership, at the time the Contractor communicates to the City that the waste is nonconforming.

It is expressly agreed that the Contractor does not take title to or assume risk of loss with respect to waste when the Contractor is only responsible for transporting the waste.

I.61 Storm Water Protection

The Contractor shall comply with the City's Storm Water Management and Discharge Control provisions as described in SDMC sections 43.0301 through 43.0312 and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering Services at City owned, leased, or managed property, or in performance of Services and activities on behalf of City regardless of location.

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

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

I.62 Living Wage

Any Contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance is posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC § 22.4220(b) to reflect the Consumer Price Index. Any Contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

SECTION J

LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES

Attachment 1	-	Form CalRecycle 303 Report FY 2012 – 2013
Attachment 2	-	PHHWCF Site Map
Attachment 3	-	Floor Plan/Location of Hazardous Materials
Attachment 4	-	Sample Site Layout for Recyclable HHW Collection Event
Attachment 5	-	Equal Opportunity Contracting Program (EOCP) Proposer Requirements
Attachment 6	-	1995 Miramar Landfill Ground Lease

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • www.CalRecycle.ca.gov • (916) 322-4027
P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

Form CalRecycle 303 Household Hazardous Waste Collection Information For 2012-2013

Name of Public Agency Reporting: City of San Diego

HHW Program Manager: Linda Giannelli Pratt ,Chief

Address: Environmental Services Department 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123

Phone Number: (858) 492-5088

Fax Number: (858) 492-5041

Email: lpratt@sandiego.gov

Contractor's Name: Clean Harbors Environmental Services

Participating Households: 11,739 **Method:** vehicles plus additional homes from survey

Participating Households includes non-residential (CESQG,schools,nonprofits,etc.): No

Service Area Households: 519,181

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

San Diego

Permanent Facilities within Program Service Area:

Facility Name	EPAID	Site Contact	Phone	Facility Address	County
Miramar HHW Transfer Facility	CAH111000771	James Chen	(858) 492-5039	5161 Convoy Street San Diego, CA 92111	San Diego
Miramar Landfill	CAH111000287	Kirk Galarneau	(858) 573-1338	5180 Convoy Street San Diego, CA 92111	San Diego
Public Utitlities Operations Center	CAH111001144	James Chen	(858) 492-5039	5571 Topaz Way San Diego, CA 92123	San Diego
Balboa Park	CAH111000299	James Chen	(858) 492-5039	Corner of Presidents Way and Park Blvd San Diego, CA 92101	San Diego
Montgomery High School	CAH111000182	James Chen	(858) 492-5039	3250 Palm Avenue San Diego, CA 92154	San Diego
Missio Bay South Shores Park	CAH111000682	James Chen	(858) 492-5039	404 Sea World Drive San Diego, CA 92109	San Diego
Mira Mesa High School	CAH111000298	James Chen	(858) 492-5039	10510 Reagan Road San Diego, CA 92126	San Diego
School of Creative & Performing Arts	CAH111000183	James Chen	(858) 492-5039	2425 Dusk Avenue San Diego, CA 92139	San Diego
Southwest High School	CAH111001143	James Chen	(858) 492-5039	1685 Hollister Street San Diego, CA 92154	San Diego

Program Types:

Program Type	EPAID	Program Type	EPAID	Program Type	EPAID	Program Type	EPAID
Permanent Facility	CAH111000771	Recycle-only Facility	CAH111001144	Recycle-only Facility	CAH111000299	Recycle-only Facility	CAH111000182
Recycle-only Facility	CAH111000682	Recycle-only Facility	CAH111000298	Recycle-only Facility	CAH111000183	Recycle-only Facility	CAH111001143
Door to Door (residential) Program	CAH111000771	Load Check	CAH111000287	Community Clean-up Events (fluorescent lamps and household batteries only)			

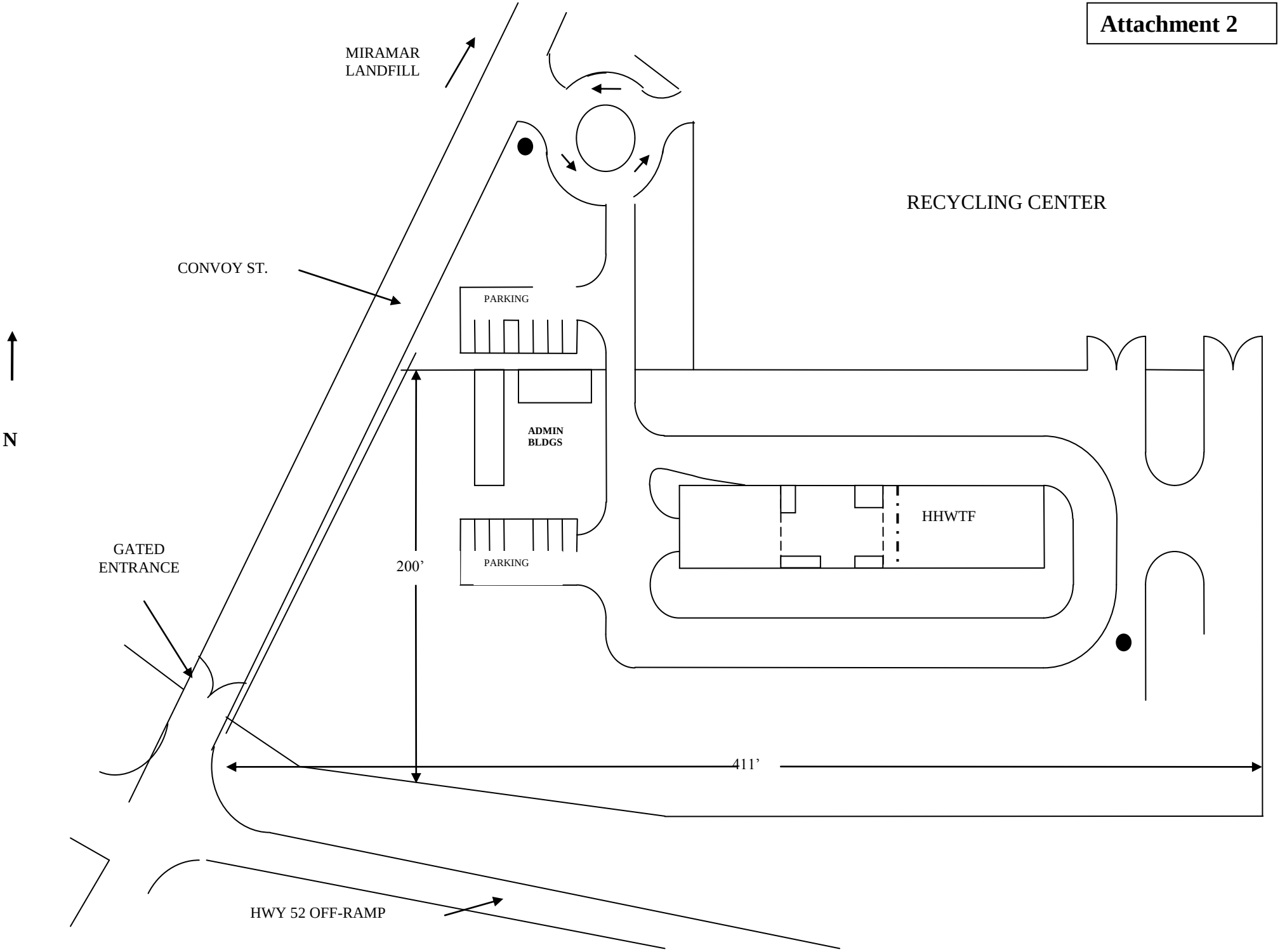
Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program (other than oil)	Load Check	Other
Flammable and Poison	Flammable solids / liquids	91,063			2,230	367		2,692	
	Bulked flammable liquids								
	Oil - base paints	71,603				2,797		1,600	
	Poisons	55,462				3,630		1,458	
	Reactive and explosive	52							
	Flammable and Poison subtotal	**218,180**			**2,230**	**6,794**		**5,750**	
PCB - containing	PCB - containing paint								
	Other PCB waste (includes ballasts)								
	PCB Ballasts	884						132	
	PCB - containing subtotal	**884**						**132**	
Reclaimable	Antifreeze	10,414			8,498			128	
	Auto type batteries (motor vehicles)	22,505			19,565			945	560
	Latex paint	329,980				1,220		4,000	
	Motor oil/oil products	19,594			35,020	468		638	
	Used oil filters (recyclables only)	413			1,481			11	
	Other Reclaimable								
	Reclaimable subtotal	**382,906**			**64,564**	**1,688**		**5,722**	**560**
Electronic Waste (UW)	Covered Electronic Devices							5,429	
	Universal Waste Electronic Devices							6,783	
	Electronic Waste (UW) subtotal							**12,212**	
Universal Waste (UW)	Mercury containing automatic switches / thermometers / and novelties	236							
	Mercury containing thermostats	1							
	Mercury containing waste (other)								
	Lamps	5,583			3,548			1,100	427
	Rechargeable batteries	1,919			880			176	147
	Alkaline Batteries	18,112			11,138			300	1,350
	Other batteries								
	Aerosol containers								

Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program (other than oil)	Load Check	Other
Universal Waste (UW)	Other UW								
	Universal Waste (UW) + Electronic Waste (UW) subtotal	**25,851**			**15,566**			**13,788**	**1,924**
Acid	Inorganic and organic acid	7,294			26	149		262	
Base	Inorganic and organic base	5,920			5	20		526	
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base	2,051				14		806	
Asbestos	Asbestos	634				26			
Other	Home - generated sharps	6,580							
	Pharmaceutical Waste								
	Compressed gas cylinders	5,121				60		557	
	Treated wood								
	Non - UW aerosol containers (corrosive, flammable, poison)	20,889				1,095		1,722	
	Non-RCRA	58,154			912	1,661		2,120	
	Other								
	Other subtotal	**90,744**			**912**	**2,816**		**4,399**	
	Grand Total	**734,464**			**83,303**	**11,507**		**31,385**	**2,484**

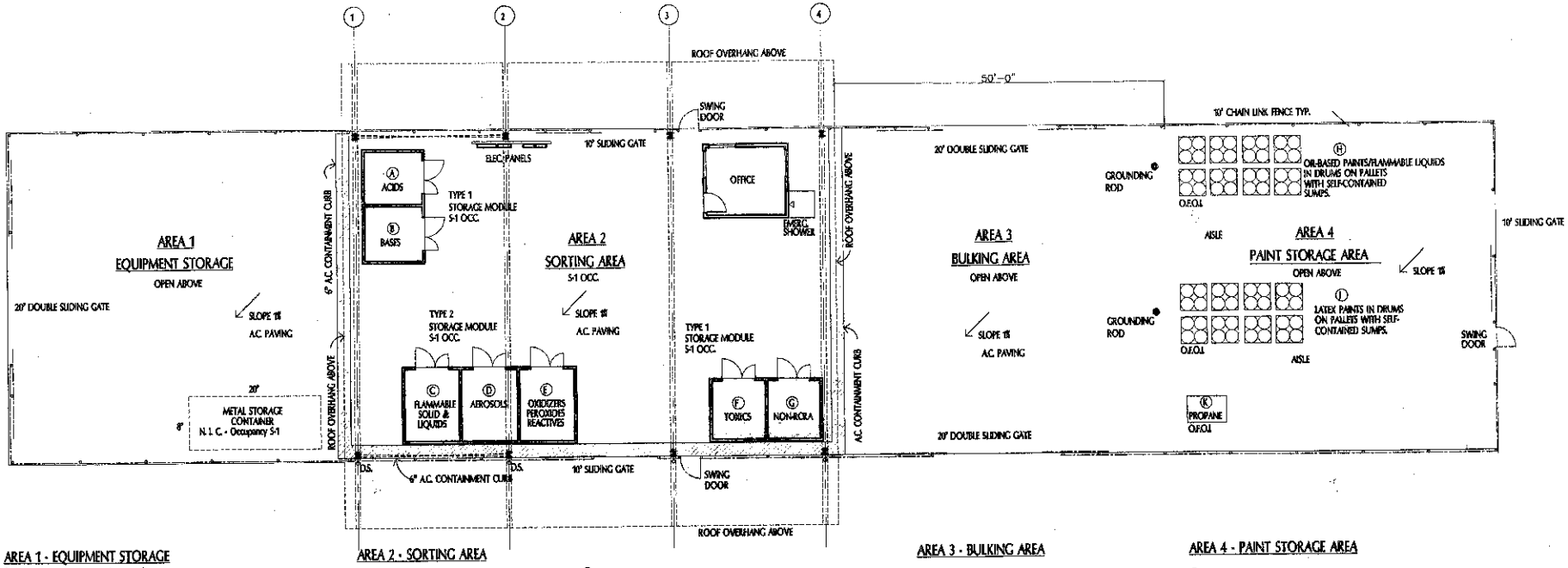
Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Flammable and Poison	Flammable solids / liquids	4,818	91,534						
	Bulked flammable liquids								
	Oil - base paints		76,000						
	Poisons	57,523		3,027					
	Reactive and explosive	52							
	Flammable and Poison subtotal	**62,393**	**167,534**	**3,027**					
PCB - containing	PCB - containing paint								
	Other PCB waste (includes ballasts)								
	PCB Ballasts	1,016							
	PCB - containing subtotal	**1,016**							
Reclaimable	Antifreeze					19,040			
	Auto type batteries (motor vehicles)					43,575			
	Latex paint					201,120	134,080		
	Motor oil/oil products					55,720			
	Used oil filters (recyclables only)					1,905			
	Other Reclaimable								
	Reclaimable subtotal					**321,360**	**134,080**		
Electronic Waste (UW)	Covered Electronic Devices					5,429			
	Universal Waste Electronic Devices					6,783			
	Electronic Waste (UW) subtotal					**12,212**			
Universal Waste (UW)	Mercury containing automatic switches / thermometers / and novelties					236			
	Mercury containing thermostats								1
	Mercury containing waste (other)								
	Lamps					10,658			
	Rechargeable batteries					3,122			
	Alkaline Batteries					30,900			
	Other batteries								
	Aerosol containers								

Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Universal Waste (UW)	Other UW								
	Universal Waste (UW) + Electronic Waste (UW) subtotal					**57,128**			**1**
Acid	Inorganic and organic acid	3,865			3,866				
Base	Inorganic and organic base	3,235			3,236				
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base	144			2,727				
Asbestos	Asbestos			660					
Other	Home - generated sharps	6,580							
	Pharmaceutical Waste								
	Compressed gas cylinders	71					5,667		
	Treated wood								
	Non - UW aerosol containers (corrosive, flammable, poison)	23,706							
	Non-RCRA	56,562		6,285					
	Other								
	Other subtotal	**86,919**		**6,285**			**5,667**		
	Grand Total	**157,572**	**167,534**	**9,972**	**9,829**	**378,488**	**139,747**		**1**

Attachment 2



ATTACHMENT 3



AREA 1 - EQUIPMENT STORAGE

(City will provide - Not Part of Contract)

FORK LIFT PARKING - PROPANE FUEL - 33 lbs.

BARRICADES - WOOD/METAL # 20

PLASTIC TRAFFIC CONES/DELINEATORS

METAL STORAGE CONTAINER:
May contain flammable wood, plastic or paper.
No hazardous chemicals.

Tyvek suits
Nitrile gloves
Latex gloves
Respirator cartridges
Plastic Face Shields
Laboratory test racks
Laboratory test tubes
Laboratory plastic pipettes
Tools
Paper towels
Ultrasorb (bag)
Vermiculite (bag)
Drum liners
Tape, Duct & Safety

AREA 2 - SORTING AREA

Ⓐ ACIDS	95 gal.
Ⓑ BASES	110 gal.
Ⓒ Flamm. Solid	< 125 lbs.
Ⓒ FLAMMABLE LIQUIDS	
Class I-B	< 60 gal.
Class I-C	< 90 gal.
Class II	< 120 gal.
Storage will not exceed 120 gal. all classes.	
Ⓓ AEROSOLS	< 400 lbs. all types
Flammable	< 100 lbs.
Corrosive	80 lbs.
Flamm, Toxic	100 lbs.
Ⓔ OXIDIZERS	
Class 2	1 gal.
Class 1	10 gal.
ORGANIC PEROXIDES	
Class V	1 gal.
WATER REACTIVES	
Class 2	1 lbs.
Class 1	1 lbs.
Ⓕ TOXICS	
Highly Toxic Liq.	0.4 gal.
Highly Toxic Solid	4 lbs.
Toxic Liquid	1 gal.
Toxic Solid	90 lbs.
Other Health Hazard:	
Liquid	75 gal.
Solid	275 lbs.
Ⓖ NON-RCRA	
Liquid	150 gal.
Solid	1300 lbs.
HHW Batteries	240 lbs.

— Note: Highly toxics stored in approved chemical storage cabinet inside storage module.

AREA 3 - BULKING AREA

NO STORAGE

AREA 4 - PAINT STORAGE AREA

Ⓗ OIL-BASED PAINTS	
Class IB, IC, II	1200 gal.
AEROSOL (LASIPACK)	
Flamm.	500 lbs.
Flammable Liquids	
Class IB	100 gal.
Class IC	400 gal.
Flammable / Combustible Solids	840 lbs.
Ⓘ WATER-BASED PAINTS (NON-FLAMMABLE LIQUIDS)	
Class III B	1700 gal.
Ⓚ PROPANE	300 lbs.

NOTE: This sheet shows the location and maximum quantities of hazardous materials which are expected to be stored in the facility during operations. THIS SHEET IS NOT FOR CONSTRUCTION. See other sheets for construction requirements.

MIRAMAR HHWTF - RECYCLING CENTER

N

1 FLOOR PLAN - LOCATION OF HAZARDOUS MATERIALS

1/8" = 1'-0"

0 5" 1' 10'

T2

MCM Architects
750 B St., #1050
San Diego, CA 92101
Tel.: (619)233-4857

REGISTERED ARCHITECT

Household Hazardous Waste Transfer Facility and Recycling Center

City of San Diego, California
Environmental Services Department

HHWTF HAZARDOUS WASTE LOCATION PLAN
TITLE OF DRAWING
SHEET 1 OF 49 SHEETS

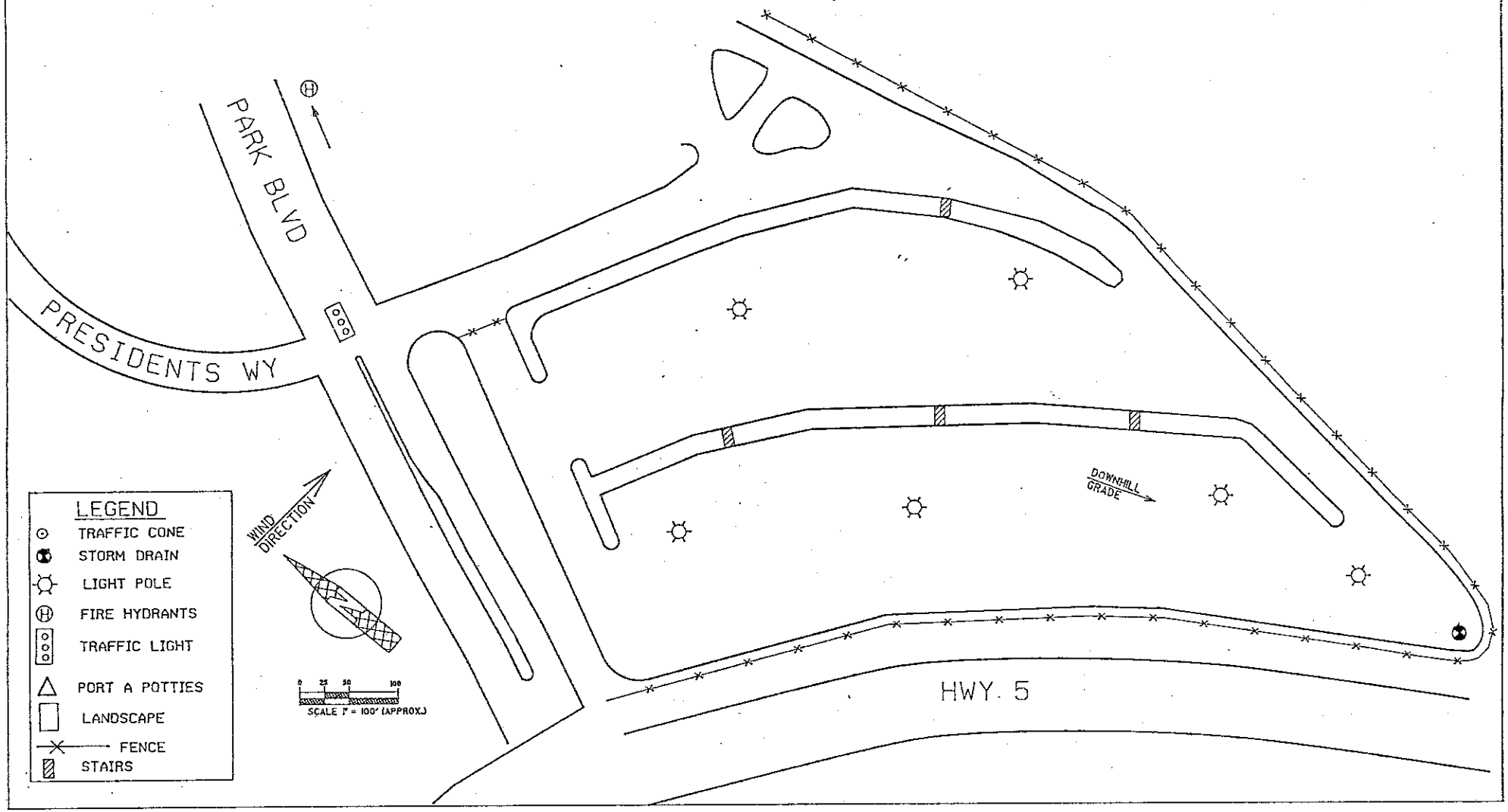
10-23-98
DATE

WORK ORDER 320010
JOB NUMBER

DESCRIPTION | BY | APPROVED | DATE | FILMED

ATTACHMENT 4

BALBOA PARK
SITE LAYOUT



/usr3/bat/balsite.dgn Sep. 29, 1994 10:53:22

ATTACHMENT 5

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS OR SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Commitment

II. Nondiscrimination in Contracting Ordinance

III Equal Employment Opportunity Outreach Program

IV. Small and Local Business Program

V. Demonstrated Commitment to Equal Opportunity

VI. Definitions

VII. Certification

VIII. List of Attachments

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report

I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Contractors doing business with the City. The City encourages its Contractors to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All Contractors doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance,* San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal or Proposal Documents to include Disclosure of Discrimination Complaints. As part of its Proposal or proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Nondiscrimination in Contracting. The following language shall be included in contracts for City projects between the Contractor and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

C. Contract Disclosure Requirements. Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Contractors shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Contractors shall submit with their Proposal or proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

A. Nondiscrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its subcontractors.

B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an *Equal Employment Opportunity* (EEO) *Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Contractor.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for Goods or services contracts. SLBE program requirements for goods or services contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over $50,000: **For Bids only.**

1. The City shall apply a Proposal discount in the way of:

a. 2% discount off the Proposal price for SLBE or ELBE prime contractors; or

b. 2% discount off the Proposal price for prime contractors achieving the voluntary goal of 20% for SLBE or ELBE subcontractor participation set forth in subsection 2 below.

The discount will not apply if an award to the discounted Proposer would result in a total contract cost of $10,000 in excess of the low, non-discounted Proposal. In the event of a tie between a discounted Proposer and non-discounted Proposer, the discounted Proposer will be awarded the contract.

2. All goods or services contracts valued over $50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at http://www.sandiego.gov/eoc/boc/slbe.shtml.

B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subcontractor.

C. Commitment Letters. Contractor shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Contractor's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Contractors are required to submit the following information with their Proposal or proposal:

1. Outreach Efforts. Description of Contractor's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.

2. Past Participation Levels. Listing of Contractor's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Contractor's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFB or RFP evaluation process. These factors will be evaluated on a pass or fail basis.

VI. Definitions.

Certified **"Minority Business Enterprise" (MBE)** means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **"Women Business Enterprise" (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **"Disadvantaged Business Enterprise" (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **"Disabled Veteran Business Enterprise" (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. $2.75 million – Construction
2. $1.5 million – Specialty Construction
3. $1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. $750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $5.0 million – Construction
- $3.0 million – Specialty Construction
- $3.0 million – Goods/Materials/Services
- $2.0 million – Trucking
- $1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE

Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report

City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

AA. WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

CONTRACTOR IDENTIFICATION

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

Name of Company:_____

AKA/DBA:_____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____)_____ FAX Number: (____)_____

Name of Company CEO:_____

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____)_____ FAX Number: (____)_____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: (____)_____ FAX Number: (____)_____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
(Firm Name)

_____ , _____ hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this _____ day of _, 20_____ .____

_____ _____
(Authorized Signature) *(Print Authorized Signature)*

WORK FORCE REPORT – NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES):_____ COUNTY:_____

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

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column														

Grand Total All Employees	

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

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM:_____ DATE:_____

OFFICE(S) or BRANCH(ES):_____ COUNTY: _____

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

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

Grand Total All Employees

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

Disabled														

CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.[1] By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.[2] For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of your firm from each of the three counties.[1,2] On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.[2]

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.[1,3] In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists

Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

BB. SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	**SLBE/ELBE** (*/MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED

* *Listed for informational purposes only.*

** *Contractor shall indicate if Subcontractor is certified by* one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

CC. CONTRACT ACTIVITY REPORT

Contractors are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ PRIME CONTRACTOR: _____
CONTRACT AMOUNT: _____ INVOICE PERIOD:_____ DATE:_____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

DISCLOSURE OF DISCRIMINATION COMPLAINTS

Clean Harbors Environmental Services, Inc. is the U.S. operating division of the largest hazardous waste service company in North America. In the course of our business, we do receive employee claims alleging discrimination. We investigate all such claims and actively ensure compliance with state and federal law. Clean Harbors is committed to creating a diverse environment and is proud to be an equal opportunity employer. Clean Harbors does not discriminate based on race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age or veteran status.

After a due and diligent search, the attached list includes those claims that have been made during the last seven years, through July 7, 2014. In accordance with our records policy, records relating to legal matters are retained for seven years after resolution.

Notice Received by Clean Harbors	Claimant	Discrimination Charge	Outcome	Closed Date
30-Dec-2008	Confidential	Sex	Settled	24-Feb-2009
16-Jan-2009	Confidential	Sex	Settled	25-Feb-2009
3-Apr-2009	Confidential	ADA	Dismissed	8-Dec-2010
3-Apr-2009	Confidential	ADA	Settled	8-Dec-2010
16-Nov-2009	Confidential	Religion	Settled	9-Dec-2010
27-May-2009	Confidential	Race	Dismissed	29-Aug-2011
24-Sep-2009	Confidential	Age, Sex	Settled	3-Feb-2010
24-Sep-2009	Confidential	ADA	Settled	3-Feb-2010
6-Jul-2010	Confidential	Age	Dismissed	1-Apr-2011
25-May-2010	Confidential	Sex, Race	Dismissed	13-Mar-2013
6-Jul-2010	Confidential	ADA	Settled	2-May-2012
6-Jul-2010	Confidential	Race	Pending	
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Sex	Settled	19-Jun-2012
25-Oct-2010	Confidential	Race	Settled	26-Apr-2011
14-Jun-2010	Confidential	Sex	Settled	28-Jan-2011
23-Nov-2010	Confidential	Age	Dismissed	7-May-2011
16-Mar-2011	Confidential	Sex	Settled	19-Jun-2012
14-Apr-2011	Confidential	Age	Dismissed	29-Sep-2011
25-Oct-2011	Confidential	Sex	Settled	19-Jun-2012
23-Nov-2011	Confidential	Race	Dismissed	15-Apr-2011
23-Nov-2011	Confidential	ADA	Dismissed	20-Dec-2011
15-Apr-2011	Confidential	Race	Pending	
8-Jun-2011	Confidential	Race	Settled	3-Aug-2012

Notice Received by Clean Harbors	Claimant	Discrimination Charge	Outcome	Closed Date
17-Jun-2011	Confidential	ADA	Pending	
20-Sep-2011	Confidential	Race	Settled	7-Sep-2012
09/28/2011	Confidential	Race	Dismissed	21-Apr-2011
6-Apr-2012	Confidential	Race	Dismissed	16-Feb-2013
12-Aug-2013	Confidential	Race	Dismissed	8-Oct-2013
17-May-2012	Confidential	Age	Pending	
17-Dec-2013	Confidential	Sex	Dismissed	31-Mar-2014
27-Nov-2013	Confidential	Retaliation	Pending	
17-Dec-2013	Confidential	race, color, sex	Pending	
24-Sep-2013	Confidential	race, color, sex national origin	Pending	

City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

AA. WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

CONTRACTOR IDENTIFICATION

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

Name of Company: Clean Harbors Environmental Services, Inc.

AKA/DBA: n/a

Address (Corporate Headquarters, where applicable): 42 Longwater Drive, P. O. Box 9149

City Norwell County Plymouth State Massachusetts Zip 02061-9149

Telephone Number: (781) 792-5000 FAX Number: (781) 792-5902

Name of Company CEO: Alan S. McKim

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

Address: 3495 Kurtz Street

City San Diego County San Diego State California Zip 92110

Telephone Number: (619) 241-4250 FAX Number: (619) 224-2588

Type of Business: Environmental | Hazardous Waste Management Type of License: Contractor, Hazardous Waste Hauler

The Company has appointed: Lucille M. Fruzzetti, Human Resources Analyst

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

Address: 42 Longwater Drive, P. O. Box 9149, Norwell, Massachusetts, 02061-9149

Telephone Number: (781) 792-5152 FAX Number: (781) 792-5902

☑ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

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

Plymouth *(County)*, Massachusetts *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 7th day of July, 20 14

Fred Gabriel, Vice President Vertical Markets - HHW

WORK FORCE REPORT – NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: July 7, 2014

OFFICE(S) or BRANCH(ES): San Diego Service Center COUNTY: San Diego

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

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	0	0	0	0	0	2	0	0	0
Professional	0	0	0	0	0	0	0	0	0	0	5	1	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	1	0	0	0	0	2	1	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	1	0	16	0	3	1	0	0	0	0	8	3	1	0
Operative Workers	2	0	3	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	3	0	20	1	3	2	0	0	0	0	17	5	1	1

Grand Total All Employees	53

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Clean Harbors Environmental Services, Inc. DATE: July 7, 2014

OFFICE(S) or BRANCH(ES): San Diego Service Center COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Grand Total All Employees: 0

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

BB. SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	**SLBE/ELBE** (*/MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
CRUZ CONTAINERS 2761 South Lilac Ave, Bloomington, CA 92316	Drums/boxes supplier	3.5%	$8,000.00	MBE/DBE	City of Los Angeles
IQ PERSONNEL, INC. 8039 Painter Ave # 200, Whittier, CA 9062	Temporary staffing (as needed)	0.2%	$1,800.00	MBE/DBE	City of Los Angeles

* *Listed for informational purposes only.*

** *Contractor shall indicate if Subcontractor is certified by* one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

Cruz Containers, Inc.

2761 S. Lilac Ave.
Bloomington, CA 92316
(909) 562-0580 • Fax (909) 562-0579
E-mail: cruzcontainers.com

July 2, 2014

Clean Harbors Environmental Services
3495 Kurtz Street
San Diego, CA 92110

Attention: Tim Lee

Dear Mr. Lee:

This letter serves as acknowledgement that Cruz Containers is committed to providing Clean Harbors with shipping containers for hazardous and non-hazardous waste to assist your team in servicing the City of San Diego's Household Hazardous Waste Program.

Sincerely,

William J. Cruz
President

IQ PERSONNEL
ENVIRONMENTAL STAFFING

July 2, 2014

Clean Harbors Environmental Services
3495 Kurtz Street
San Diego, CA 92110
Attention: Tim Lee

Dear Mr. Lee:

This letter serves as acknowledgement that IQ Personnel is committed to providing Clean Harbors with temporary staffing to assist your team in servicing the City of San Diego's Household Hazardous Waste Program.

Sincerely,

Richard Clavesilla
General Manager

8039 Painter Ave., Ste. 200, Whittier, CA 90602 | Tel (562) 698-2800 | Fax (562) 698-2811

DEMONSTRATED COMMITMENT TO EQUAL OPPORTUNITY

OUTREACH EFFORTS

The majority of activities required in support of this contract will be performed in-house using Clean Harbors' full-time personnel, and company-owned/operated equipment. However, there are a few areas that we know will require third party assistance:

a) Suppliers of UN-approved shipping containers for hazardous waste, and personal protective equipment (NAICS 423840);

b) Occasional OSHA 24 and 40-hour trained temporary labor for Recycle Collection Events and/or Bulb and Battery Collection Events (NAICS 561320);

Initially, Clean Harbors narrowed its search to potential SLBEs and ELBEs (i.e. Emerging Business Enterprises). Therefore, our search began on the City of San Diego Business Opportunities Center's registry of vendors – PRISM Compliance Management Portal.

Using the NAICS codes listed above in our query, PRISM's search returned the following three certified vendors.

- **Omega II, Inc. (SLBE)**

  According to Omega II's website (www.omegaindustrial.net), the company provides, "…clients with a complete range of contractor services, including mechanical and marine services, as well as industrial, commercial and facilities maintenance & repair." Although they list NAICS codes 532412 and 532490, Omega II does not actually provide equipment rental services; and definitely not forklift rental.

- **Relationships At Work, Inc. (ELBE)**

  Clean Harbors discovered nearly the identical issue too with Relationships At Work. Although they list NAICS code 561320, their website (www.relationships-at-work.com) makes it very clear that this is not a temporary labor staffing agency. It is actually a human resources consultant.

- **Specialty Seals & Accessories, Inc. (ELBE)**

  Specialty Seals & Accessories sells exactly that: seals, pumps, gaskets, etc. The company's website (http://www.ssausa.com) has a complete list of products available for purchase, none of which include drums and other types of shipping containers for hazardous waste.

Clean Harbors turned its outreach focus towards potential disadvantaged business enterprises ("DBEs"). Rather than multiple searches through different certifying agencies, we took the "one stop shop" approach and utilized the California Unified Certification Program ("CUCP") website instead. The following are our results by NAICS code.

423840 - Industrial Supplies Merchant Wholesalers

The query returned 29 records for vendors located throughout the State of California, two of which were qualified: Cruz Containers and A1 Environmental Health & Industrial Safety Supply, Inc. Clean Harbors has a long-standing business relationship with Cruz Containers. We currently utilize them now for providing supplies to support our existing contract with the City of San Diego; as well as our HHW contracts with San Diego County and the City of Los Angeles, and our contracts with the Los Angeles Department of Water and Power.

Although a great possible candidate, unfortunately, A 1 Environmental is certified as a DBE through the Los Angeles County Metro Transportation Authority ("MTA"). The Los Angeles County MTA is not listed in the RFP as an EOC Accepted Certification Agency. Clean Harbors may still reach out to them in the future for supplies however, to help us meet/exceed DBE goals with other government contracts.

561320 - Temporary Help Services

Of the 74 records returned, Clean Harbors chose IQ Personnel. We already utilize IQ Personnel for as-needed temporary staffing in Southern as well as Northern California. They have plenty of OHSA-trained personnel available to assist us with HHW collection events, as well as emergency response services.

PAST PARTICIPATION LEVELS

The next three pages contain excerpts from Clean Harbors' Commercial Subcontracting Plans for 2011 through 2013. The excerpts highlight the Company's small business subcontracting achievements for the year prior.

Our Commercial Subcontracting Plan is presented every year to a Federal agency (usually the Defense Logistics Agency, Disposition Services) for review and approval. A complete, signed copy of each Plan will be provided to the City upon request.

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2011*.

Calendar Year 2011 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$236,862,871.00	39.32%
LARGE BUSINESS TOTALS	$365,608,764.00	60.68%
TOTAL	$602,471,635.00	100.00%
Women Owned Small Businesses	$14,295,314.00	2.37%
HUBZone Small Businesses	$307,287.00	.05%
Small Disadvantaged Businesses	$4,836,921.00	.80%
Service Disabled Veteran (SDVB) Businesses	$533,757.00	.09%
Veteran Owned Small Businesses	$3,876,798.00	.64%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses - Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$300,023.00	.05%

*4th quarter 2011 estimated

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2012*.

Calendar Year 2012 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$221,029,195.00	36.28%
LARGE BUSINESS TOTALS	$388,183,717.00	63.72%
TOTAL	$609,212,912.00	100.00%
Women Owned Small Businesses	$10,628,893.00	1.75%
HUBZone Small Businesses	$593,059.00	.10%
Small Disadvantaged Businesses	$4,431,223.00	.73%
Service Disabled Veteran (SDVB) Businesses	$91,497.00	.02%
Veteran Owned Small Businesses	$2,536,683.00	.47%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses - Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$0.00	.0%

*4th quarter 2012 estimated

4) Clean Harbors achieved the following small business award accomplishments throughout its company in 2013*.

Calendar Year 2013 Accomplishments*		
Category	**Dollars**	**Percentage**
SMALL BUSINESS TOTALS	$267,549,713.00	39.7%
LARGE BUSINESS TOTALS	$405,646,611.00	60.3%
TOTAL	$673,196,324.00	100.00%
Women Owned Small Businesses	$16,156,712.00	2.4%
HUBZone Small Businesses	$740,516.00	.10%
Small Disadvantaged Businesses	$6,395,365.00	.90%
Service Disabled Veteran (SDVB) Businesses	$471,237.00	.10%
Veteran Owned Small Businesses	$4,375,776.00	.60%
Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses- Alaska Native Corporations (ANCs) and Indian Tribes that are not small businesses	$0.00	.0%

*4th quarter 2013 estimated

EQUAL OPPORTUNITY EMPLOYMENT

Please see Clean Harbors' official Equal Opportunity Policy Statement on the next page.

Clean Harbors
EQUAL OPPORTUNITY POLICY STATEMENT

Clean Harbors is firmly committed to Equal Employment Opportunity (EEO) and to compliance with all Federal, State and local laws that prohibit employment discrimination on the basis of age, race, color, gender, national origin, religion, disability, protected veteran status and other protected classifications. This policy applies to all employment decisions including, but not limited to, recruiting, hiring, training, promotions, pay practices, benefits, disciplinary actions and terminations.

As a government contractor, Clean Harbors is also committed to taking affirmative action to hire and advance minorities and women as well as qualified individuals with disabilities and covered veterans.

We invite employees who are disabled or protected veterans and who wish to be included under our Affirmative Action Program to self-identify as such with the EEO Coordinator. This self-identification is strictly voluntary and confidential and will not result in retaliation of any sort.

Employees of and applicants to Clean Harbors will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any Federal, State, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans.

I, Eric Gerstenberg as President of Clean Harbors Environmental Services, am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the company, I have selected Lucille M Fruzzetti as the EEO Coordinator for Clean Harbors. One of the EEO Coordinator's duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of the company's programs.

In furtherance of Clean Harbors' policy regarding Affirmative Action and Equal Employment Opportunity, Clean Harbors has developed a written Affirmative Action Program which sets forth the policies, practices and procedures which the company is committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. This Affirmative Action Program for qualified individuals with disabilities and qualified protected veterans is available for inspection by any employee or applicant for employment upon request, between 8:00 AM - 4:00 PM at the Human Resources department. Any questions should be directed to me, your supervisor, or Lucille M Fruzzetti, EEO Coordinator.

Eric Gerstenberg
President

11/1/2012

COMMUNITY ACTIVITIES

Throughout Clean Harbors, there is a spirit of caring for the community and compassion for helping those in need. Over the past four years alone, our employees have donated hundreds of thousands of hours of their free time to help charitable causes. Plus, the Company has donated millions of dollars to charitable communities where its employees live and work.

The examples provided here highlight only a few of the many community activities Clean Harbors supports across the United States, Canada and Puerto Rico.

Clean Harbors Takes Part in 23rd Annual Rodman Ride for Kids

Clean Harbors has enjoyed a great working relationship with Rodman Ford in Foxboro, MA over the past several years. We are to proud announce that Clean Harbors made a generous donation to their charity event, the 23rd Annual Rodman Ride for Kids. The Rodman Ride for Kids is an umbrella matching gift charity raising funds for youth-focused social service agencies that support at-risk kids in Massachusetts. Through the corporate donation, many Clean Harbors employees and their supporters rode bikes on September 29 for a day of fun, exercise and fresh air, all while supporting a great cause. Riders took part in a 100, 50 or 20 mile non-competitive bicycle ride.

Pictured left to right: Ray Bell, Ed Lowe and Ed Lowe's son.

Twenty-four years ago, the Tennessee River Rescue started as a small group of concerned citizens wanting to clean up their hometown. Today, the annual event draws close to a thousand volunteers to waterways all over the Tennessee Valley. People of all ages (5-85 years old) and all walks of life come out to pick up trash and make a difference in the Scenic City.

Staff, including their families, from the local Clean Harbors Chattanooga Field Service and Sales Departments provided 2 boats and support for this event. On Saturday, October 6th, CHES personnel spent their day in the cold and rain to pick up tires and trash from the banks of the Tennessee River. This was a great opportunity for CHES to give back to Chattanooga and have a fun day doing it. We look forward to continuing to support this worthwhile event.

Gustavo "Tavo" Molina, CleanPack Chemist in the San Diego, CA area HHW, seems to always be at the right place at the right time to make a difference for customers. While on duty at the [redacted] HHW facility, Tavo noticed when a resident was dropping off Sharps medical waste that there were a few wrapped bundles underneath. After taking a closer look, Tavo noticed it was a considerable amount of money.

Customer Manuel Medrano says Tavo stopped the resident as she was leaving and gave her the cash. "She was clearly happy and thankful, she explained that the Sharps were once used by her deceased husband and the cash was being stored there by him as well," said Manuel. "She also explained the money was going to be great help because she's currently going through some financial woes. Tavo's honesty is truly admirable!"

Naval Base San Diego Celebrates Earth Day

Story Number: NNS140424-10 Release Date: 4/24/2014 4:55:00 AM

By Maile Y. Baca, Naval Base San Diego Public Affairs

SAN DIEGO (NNS) -- Naval Base San Diego (NBSD) celebrated Earth Day by holding various events around base to increase environmental awareness through recycling, education and an innovative pilot program kickoff on Apr. 22.

Located in the yard shared by the recycling center and Disposition Services San Diego, Naval Base San Diego's environmental department partnered with Defense Logistics Agency (DLA) Disposition Services San Diego, Clean Harbors, the information technology department and sustainable solid waste departments at Navy Region Southwest to host a San Diego metro wide electronic device and appliance turn-in event.

"In honor of Earth Day, we wanted to provide metro San Diego commands an opportunity to do a little spring cleaning and recycling. Turning in old and unused electronic devices and appliances for recycling not only helps the environment, but also the local community by removing recyclable items from the landfills," said Kelly Griffith-Garrett, Site Manager DLA Disposition Services San Diego.

At the end of the four hour event, 10.5 tons of electronic waste and 6.5 tons of scrap metal were collected from 25 different commands. The electronic device and appliance turn-in event is hosted twice a year at various San Diego bases in order to encourage commands to recycle.

Meanwhile on the other side of the base, Training Support Center (TSC) San Diego hosted a kickoff of a pilot program focused on energy reduction through behavioral change. The program called "Do Watts Right" is a competition among TSC buildings located at the metro San Diego installations. Personnel in each TSC building work as teams in order to reduce energy usage by encouraging a change in habits such as turning off computers and lights when leaving for long periods of time.

The innovative pilot program was created by Jeffrey Jacobson, NBSD's resource efficiency manager. "Typically there are three areas that one can focus on when reducing energy; capital projects, operations and maintenance and behavior change. At NBSD, we have maximized what we can with the first two through investments in solar, LED lights and updating building control systems. Where we lack is in behavior change because it is the least understood. Successful behavior change programs can save up to 10-15 percent annually. Through Do Watts Right, we have an opportunity to really make a difference and have fun."

At the Waterfront Recreation Center located near Pier 2, Hadrianna Delos Santos, an Environmental Scientist from NBSD's Environmental Department, coordinated an educational Earth Day booth aimed at educating Sailors and civilians about the base environmental initiatives.

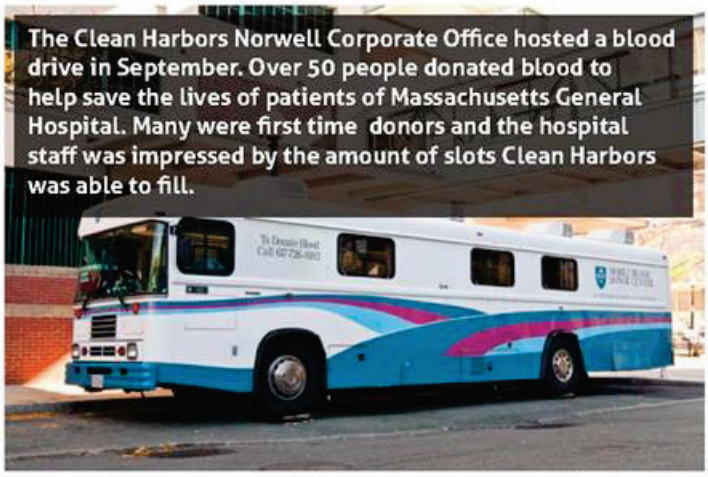
When talking with a group from Southwest Regional Maintenance Center, the subject of properly disposing old batteries came up.

"Many people don't realize that throwing batteries in your trash is illegal," Delos Santos said. "It was great that we were asked what the process on base is and if there were battery disposal bins available. We ended up bringing over our battery bin to the booth and by the end of the day, the bin was full. It is amazing the progress being made in environmental education."

NBSD's commanding officer, Capt. Curt Jones, was happy to see so much awareness in the various events around base. "Each year I see more and more interest in what people can do to recycle, reduce their carbon footprint and enhance our stewardship. At Naval Base San Diego, we'll continue to promote environmentally friendly initiatives, educational events and recycling because every bit helps."

Naval Base San Diego officially celebrated Earth Day April 22. Earth Day officially started April 22, 1970 as a day focused on educating people about environmental issues.

For more news from Naval Base San Diego, visit www.navy.mil/local/NBSD/.



The Clean Harbors Norwell Corporate Office hosted a blood drive in September. Over 50 people donated blood to help save the lives of patients of Massachusetts General Hospital. Many were first time donors and the hospital staff was impressed by the amount of slots Clean Harbors was able to fill.

The Clean Harbors Sales and Operations Group in Alabama teamed together to cook and serve barbeque, hamburgers and hot dogs for the Highway 11 Cleanup Day at the [redacted] plant in Vance, AL. The annual event is coordinated by the [redacted] Environmental Department, which is led by [redacted], Environmental Engineer. Over 300 [redacted] employees and their families were served by Marc Simon, TSGM Greenbrier; Heather Sisson, InSite Program Manager; and Jay Breaux, Account Manager.

This is the second year Clean Harbors has provided food for the event that also included music, games and a fishing pond for the employees. The Clean Harbors InSite group assisted the cleanup effort by picking up the bags of trash collected by the [redacted] Team Members and handing out water while [redacted] team members were collecting trash along the highway.

Clean Harbors Hits Hole in One for Cam Neely Foundation for Cancer Care at Annual Golf Tournament

Clean Harbors held its 28th annual golf tournament on September 7 at the Easton Country Club in Massachusetts. The weather was perfect and 79 golfers, consisting of employees, vendors and guests, got into the swing of things. Congrats to the winning foursome whose score of 12 under par left the other teams green with envy.

Most importantly, for the 10th consecutive year we raised money for the Cam Neely Foundation for Cancer Care. Raffles were held during the tournament utilizing donations from local restaurants, hotels, retailers, vendors and professional sports teams. 100% of the money raised was donated to the charity. This year Clean Harbors raised $3,125 bringing the total donated to the charity to $23,244 over the past decade.

Clean Harbors' Employees Lace Up Their Running Shoes to Promote Wellness & Community Relations

On a beautiful August morning, nearly 60 employees donned their running gear and braved the heat and challenging course to run the 41st New Balance Falmouth Road Race. Known as America's family race, the Falmouth Road Race features over 13,000 runners sharing the road along a picturesque yet difficult shoreline course in Cape Code, Massachusetts.

As a Platinum Sponsor to the race, Clean Harbors strives to field a large group of runners. "Team Clean Harbors" featured nearly 60 runners, most from the Corporate Norwell Office, including several of the Company's executives. Clean Harbors also sponsored and staffed a water station for the runners. Our water station volunteers arrived early in the morning to fill and eventually passed out over 6,000 cups or water.

New Balance Falmouth Road Race Welcomes Platinum Sponsor Clean Harbors

Date: April 12, 2012

April 11, 2012, Falmouth, MA – The New Balance Falmouth Road Race announces that Clean Harbors has become a platinum sponsor of the 2012 event. As part of the sponsorship, the race is providing a running coach for Clean Harbors' new employee running club. Additional employees will be staffing a new water station along the course the day of the event. The 40th running of the New Balance Falmouth Road Race will be Sunday, August 12, 2012.

"We are thrilled to partner with Clean Harbors for the 40th running of the New Balance Falmouth Road Race," said Scott Ghelfi, president, board of directors. "Clean Harbors is kicking off a health and wellness initiative that matches our organization's mission of promoting health and fitness through community programs. We look forward to our partnership and cheering on the dozens of Clean Harbors employee runners in August."

Falmouth native Christopher Simpson will be coaching the newly formed Clean Harbors Employee Running Club. Simpson is a former All-American runner from Brandeis University who is currently preparing for the USA Track & Field Masters National Championships. He holds a Level 1 Certification from USA Track & Field in coaching and is the president of the Eliot Track Club in Boston.

The running program will be open to any Clean Harbors employee who wants to add running to their fitness routine, regardless if they are focusing on running the New Balance Falmouth Road Race or not. Simpson will provide a training manual for all club members and hold two training sessions a month at the company's Norwell offices leading up to the race in August. Employees who are part of the running club will also be eligible for a 15% discount at four New Balance retail stores.

"Clean Harbors is happy to create this unique partnership with the New Balance Falmouth Road Race," said Deirdre Evens, executive vice president of human resources and central services of Clean Harbors. "Health and safety are the number one priorities for our company and our employees. This partnership gives us the opportunity not only to promote health and wellness to our employees but also to the larger community around us. We are all excited to become involved with the 40th running of the race through running and volunteering in August."

The New Balance Falmouth Road Race will be adding a water stop to Grand Avenue in Falmouth Heights near the finish. Clean Harbors will be staffing that new stop offering runners a much needed refreshment during the last climb of the race.

"The New Balance Falmouth Road Race medical team has advised us that a water stop was needed before the finish line," said Christine Frazier, director of marketing and sponsorships, New Balance Falmouth Road Race. "We are excited that Clean Harbors, through their health and wellness initiative, is encouraging their employees to become involved and staff this crucial stop for runners."

Alan McKim's Community Involvement and Giving

Chairman and CEO Alan McKim not only devotes his time and energy to Clean Harbors; he also provides his support and time to local organizations and institutions to positively impact the communities in which he lives and works – most notably in the areas of youth, healthcare, and entrepreneurship. Three examples are his involvement with South Shore Hospital, Northeastern University, and the Boy Scouts of America.

Alan and his family have been involved with South Shore Hospital and their Campaign for Healing, Caring and Comforting. Alan said, "My four children and I are honored to help South Shore Hospital, which touches more lives in our region every day than any other charity. We are eternally grateful for how South Shore Hospital has helped our family, friends, neighbors and coworkers."

Richard D'Amore (left), President of Northeastern Joseph E. Aoun (center), and Alan McKim (right).

Over the past five years, Alan has become actively engaged with Northeastern University as a member of the Board of Trustees and has spent time teaching and offering advice to many students. He has focused his efforts on innovation and entrepreneurship, core values that span colleges and disciplines at Northeastern. Alan has contributed financially to the business school which aims to shape the country's next generation of entrepreneurs and innovators. Alan received his master's degree in business administration from Northeastern University in 1988.

Alan is an active board member for The Boy Scouts of America Old Colony Council. He has been part of growing and improving Camp Squanto in Plymouth. He is also a past recipient of the Distinguished Citizens Award for his humanitarian and philanthropic work with the Boy Scouts of America.

These values of community giving and local involvement are also important to Clean Harbors and are evidenced throughout the company with its many community relations efforts.

Clean Harbors' Webinar on Clandestine Drug Lab Cleanup

On August 21, John Martin, Tech Services General Manger, and Patrick Leis, CleanPack Chemist Senior Lead, from Clean Harbors presented a webinar on Clandestine Drug Lab Cleanup to the members of North American Hazardous Materials Management Association (NAHMMA) for their monthly webinar series. NAHMMA membership is mainly made up of representatives from City, County, and State Household Hazardous Waste programs throughout the U.S. NAHMMA's webinar series is an opportunity for subject matter experts to share their wealth of knowledge and experiences with stakeholders within the industry in an effort to educate and impact positive change in our communities.

According to Jonathan Stumpf, NAHMMA's Communication Director, "50 NAHMMA members registered for the one-hour presentation that covered all aspects of dealing with clandestine drug labs. The presentation discussed the history of meth production, methods of cooking, waste types and hazards, contamination and cleanups, DEA requirements, shipping and disposal, and followed by a short question and answer. Overall, the audience was very satisfied with the webinar, many heard info that will help them to do their jobs better, and many were interested in seeing this topic presented at a future NAHMMA conference."

June 11, 2009

Massachusetts Maritime Receives Gift From Clean Harbors Environmental Services For Naming Rights To Athletic Facilities

Courtesy Massachusetts Maritime Sports Information

Buzzards Bay, Mass. -- The Massachusetts Maritime Academy has received a pledge from Clean Harbors Environmental Services, Inc. of Norwell, Mass. in the amount of $1.5 million dollars for naming rights to its contiguous athletic stadium and gymnasium complex. The acceptance of the pledge, which was presented by Clean Harbors Chairman and Chief Executive Officer **Alan S. McKim**, was approved unanimously earlier this morning by the school's Board of Trustees and announced by Admiral **Richard G. Gurnon**, President of the Massachusetts Maritime Academy.

The Clean Harbors Athletic Center will be comprised of the athletic stadium, which is the current home of Commander Edward A. Ellis Field, as well as all athletic and recreation facilities currently housed in Alumni Gymnasium. Gift monies received from Clean Harbors will be used for complete renovation of stadium seating, additional construction, renovation and expansion of existing men's and women's locker room and training facilities in Alumni Gymnasium itself as well as the construction of a new Athletic Media Center contained in the Gymnasium structure overlooking the stadium.

"Clean Harbors has been a consistent supporter of the Academy's training mission and has maintained a long term educational and career development relationship with the Academy by providing in-service training and equipment to the Academy's students and graduates for the past 20 years," Chairman McKim said. "Many of those students later joined the company after graduating and became career Clean Harbors' employees rising to senior positions in the company."

Safety-Kleen and [redacted] Host Earth Day Events

Safety-Kleen and [redacted] hosted Earth Day events to show the commitment to protecting the environment for customers and communities. They focused on waste reduction, recycling efforts and the value that Safety-Kleen brings to all facets of waste collection and recycling business. Green House Gases (GHG) Certificates were printed for all sites and employees. This shows the pledge of the organizations helping the environment.

Clean Harbors Sponsors and Helps With "Feed 1,000" Charity Event at Rhode Island Convention Center

All of us are experiencing a pretty tough winter this year throughout North America due to the record cold weather and multiple snow storms. However, many of our neighbors in our communities have to handle more than just the weather as they go hungry during the winter and holiday season. This year, Clean Harbors played a part in helping feed and clothe 2,200 people at the "Feed 1,000" charity and holiday event at the Rhode Island Convention Center in Providence, RI. Clean Harbors was a sponsor of the event and employee Tony Cellucci, SVP Transportation Compliance, and his family helped out as volunteers at the event.

The event included a coat giveaway, free flu shots, pictures with Santa and toys for the kids, but the centerpiece of the day was the food and the atmosphere. Attendees feasted on home-style food and enjoyed a warm spot for their families. Lines snaked into the main exhibition hall at what could be described as the largest Christmas party in Rhode Island.

"My wife is a part of the [redacted] of Pawtucket, and the company recognized how fortunate they were in 2011 and decided to forego its annual Christmas Party," said Tony. "Instead, they provided a festive Holiday meal for more than 1,200 Rhode Islanders in need. Since then, the event has continued to grow and expand as more companies like Clean Harbors have gotten involved. In 2012, they served more than 1,800 and this year it was over 2,000."

DUPLICATE

DOCUMENT NO. 00-18218

FILED OCT 02 [illegible]
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

GROUND LEASE

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

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

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

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

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

1. LEASED PROPERTY:

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

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

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

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

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

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

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

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

Parcel 4: The construction, installation, operation and maintenance of: (A) a household hazardous waste transfer station for consumers to divert household hazardous waste from disposal in Lessee's sanitary landfill; (B) a recycling area to receive recyclable materials from the public and divert them from disposal in Lessee's active landfill; (C) a fee booth and weigh station facility; (D) monitoring equipment and facilities required to manage methane gas generation from the former solid waste landfill operated by Lessee on the Leased Property, as well as ground water monitoring, for Lessee's compliance with Federal, State, and local laws, rules, ordinances and regulations governing the closure and monitoring of said solid waste landfill, which compliance shall be performed by Lessee at its sole cost and expense; (E) a material recovery facility (MRF) to separate recyclable material from solid waste intended for landfill disposal, for composting and use off of the leased property (Lessee's Fiesta Island Replacement Project (FIRP) and the Northern Sludge Processing Facility (NSPF)), as such project and facility are described in Lessee's General Development Plan for Miramar Landfill, dated July 199[illegible] and Government's

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

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

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

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

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

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

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

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

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

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

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

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

5. COMPENSATION:

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

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

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

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

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

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

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

8. ACCESS:

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

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

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

9. MAINTENANCE AND RESTORATION:

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

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

(c) Restoration and Surrender of Leased Property:

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

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

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

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

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

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

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

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

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

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

10. <u>DEFAULT AND TERMINATION:</u>

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

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

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

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

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

12. ASSIGNMENT OR SUBLETTING:

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

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

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

13. DISPUTES:

(a) Disputes in General:

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

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

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

(b) Claims:

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

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

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

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

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

(A) exceeding $50,000; or

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

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

(6) The certification shall state as follows:

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

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

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

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

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

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

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

14. RISK OF LOSS-INSURANCE:

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

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

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

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

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

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

Liability:
$10,000,000 per person
$10,000,000 per accident

Property Damage:
$10,000,000 per accident

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

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

15. <u>METHANE GAS FROM LANDFILLS:</u>

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

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

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

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

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

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

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

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

19. SPECIAL USE RESTRICTIONS:

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

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

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

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

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

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

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

(6) All exterior lighting shall be reflected downward;

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

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

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

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

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

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

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

20. ENVIRONMENTAL LAW COMPLIANCE:

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

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

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

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

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

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

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

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

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

22. TERMINATION:

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

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

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

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

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

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

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

27. INTEREST:

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

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

(1) The date fixed under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SAN DIEGO

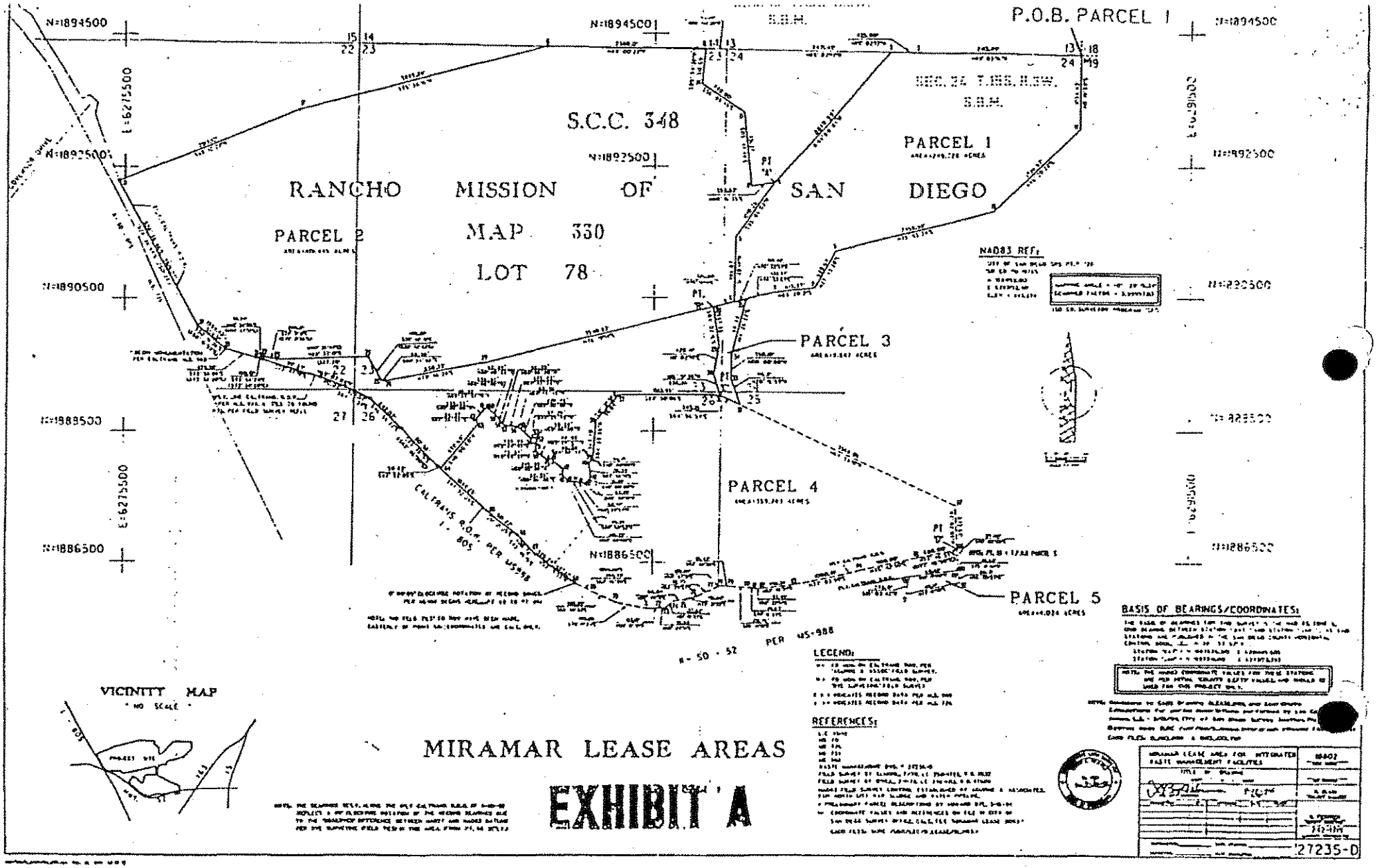
By _____

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

UNITED STATES OF AMERICA
Department of the Navy

By _____

Title DASN (I+F)


P.O.B. PARCEL 1
S.C.C. 348
RANCHO MISSION OF SAN DIEGO
MAP 330
LOT 78
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
CALTRANS R.O.W. PER US998
I-805
VICINITY MAP
MIRAMAR LEASE AREAS
EXHIBIT A
BASIS OF BEARINGS/COORDINATES:
LEGEND:
REFERENCES:
27235-D

MIRAMAR LEASE AREAS FOR
INTEGRATED WASTE MANAGEMENT FACILITIES

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

PARCEL 1

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

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

PARCEL 2

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

EXHIBIT "A" to LEASE

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

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

PARCEL 3

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

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

PARCEL 4

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

EXHIBIT "A" TO LEASE

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

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

PARCEL 5

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

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

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

9-12-94

LEROY C. HENNES, DEPUTY CITY ENGINEER

L.S. 4804

W.O. No. 118802

DWG. No. 27235-D

PROFESSIONAL LAND SURVEYOR
LEROY C. HENNES
No. 4804
Exp. 9-30-96
STATE OF CALIFORNIA

7482RP00077

Disk: [illegible]
Document No. 1486A

DUPLICATE

O.R. San Diego County
9/24/82 Doc # 82-295885

GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

DOCUMENT NO. RR-256573-3
FILED JUN 14 1982
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

EXHIBIT "B" TO LEASE

Doc 02-0567 P/A
Code ..... File .....
Encl Atty Gen Opinion of FEB 15 1983
Micro F83-M1-1 To NAVFAC

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

4. Grantee shall:

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

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

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

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

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

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

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

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

i. Install and maintain a:

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

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

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

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

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

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

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

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

Property Damage Liability $100,000 per occurrence

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

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

5. Grantee may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon the failure by the Grantee to comply with the terms and conditions of this easement; or

b. Upon abandonment of the rights herein, or nonuse of such rights for two consecutive years.

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

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

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

The City of San Diego

By J. R. Fowler
City Manager

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

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

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

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

(i) thence along the centerline of said Miramar Road, North 80° 34' 54" East, 805.77 feet to the southwesterly corner of said land belonging to the City of San Diego, said southwesterly corner being the <u>TRUE POINT OF BEGINNING</u>;

1. Thence along the westerly boundary line of said lands belonging to the City of San Diego, North 35° 29' 37" West, 736.59 feet;

2. Thence continuing along said westerly boundary line, North 12° 26' 16" West, 1259.73 feet to the northerly boundary line of Lot 14 of said H.L. Barrow subdivision and the northerly boundary of City of San Diego lands;

3. Thence along said northerly line to and along the northerly line of Lot 11 of said subdivision, South 89° 23' 52" East, 1453.21 feet to the centerline of Road Survey No. 304 known as Old Miramar Road, on file in the Office of the County Recorder and Surveyor of said county;

4. Thence along said centerline and said northerly line, South 54° 02' 29" East, 303.48 feet to a tangent curve to the right having a radius of 1700.00 feet through a central angle of 27° 26' 47" for an arc distance of 814.35 feet;

5. Thence leaving said centerline and said northerly line of said City of San Diego lands and along the southeasterly and easterly boundary of said City of San Diego lands, South 59° 41' 19" West, 596.36 feet to the east boundary line of Lot 7 of said H.L. Barrow subdivision;

6. Thence along said southeasterly and easterly boundary line of City of San Diego lands and said east boundary line of Lot 7, South 00° 55' 36" West, 554.99 feet to the centerline of said Miramar Road, said centerline being the southerly boundary of said City of San Diego lands;

EASEMENT
EXHIBIT "A"

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

The bearings and distances herein described are based on the California State Coordinate System, Zone 6 and are derived from said Record of Survey 8724 and in accordance with the Adjudicated line per S.C.C. No. 287298, dated October 10, 1968.

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

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

Distance error

LEGAL DESCRIPTION

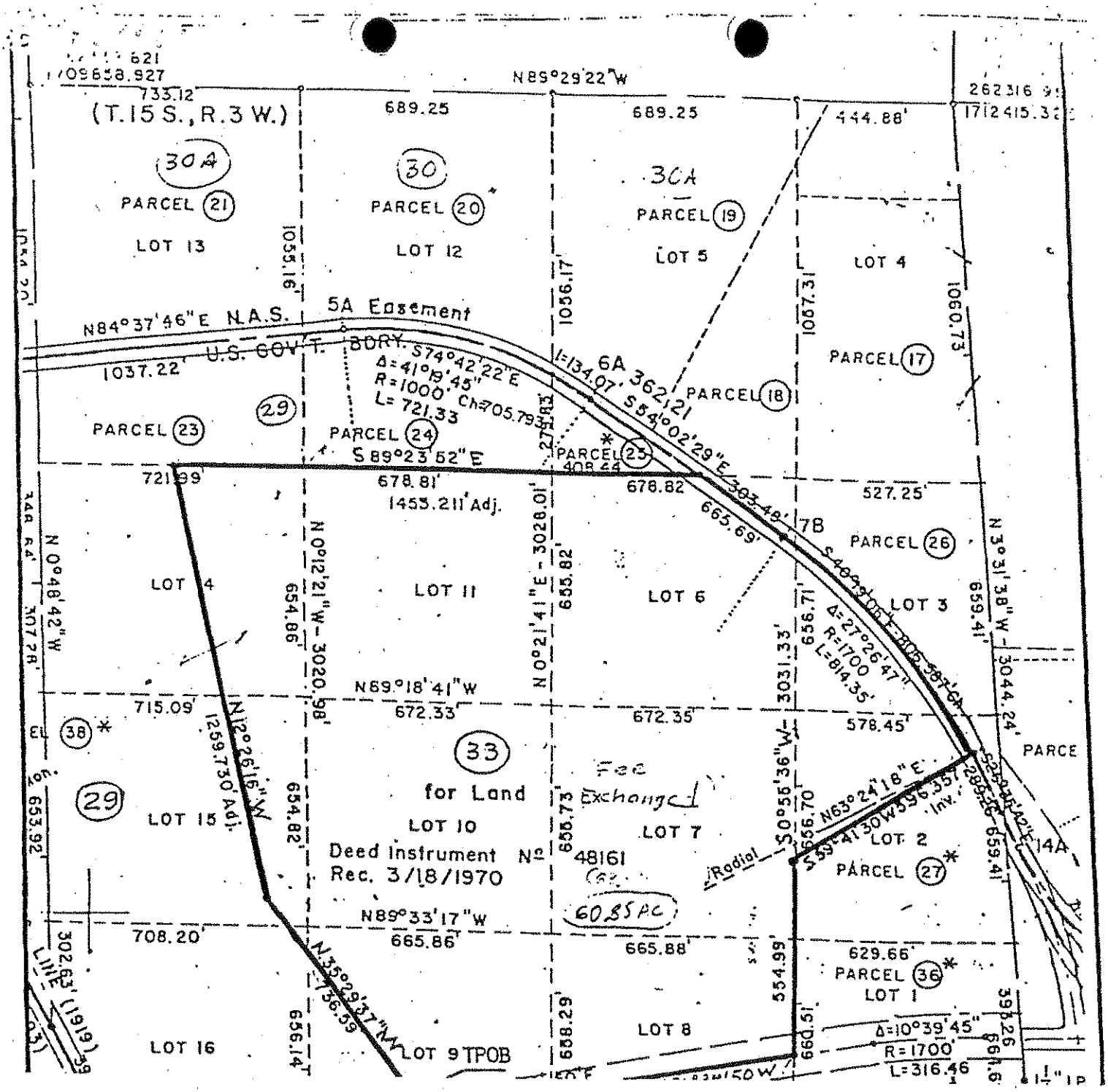
WRITTEN MSm

CHECKED

PRODUCED

APPROVED Mike McAnney

DATE 4/26/82



EASEMENT
EXHIBIT "B"

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

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

PARCEL 1

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

354.870 Ac.

PARCEL 2

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

453.085 Ac.

PARCEL 3 - Access Road Easement

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

EASEMENT
EXHIBIT C

EXHIBIT "A"

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

3.662 Ac

PARCEL 4 - Access Road Easement

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

Commencing at Point "C" set out and designated in Parcel 3 above; thence North 67°13'57" East, 60.00 feet; thence South 22°46'03" East, 600.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 22°46'03" East, 254.17 feet to the beginning of a tangent 900-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of ~~66°09'35"~~ correct a Δ=56°29'52 a distance of ~~1,039.24~~ 987.465 feet; thence tangent to said curve South 33°43'49" West, 806.22 feet to the beginning of a tangent 900-foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 28°52'03" a distance of 453.45 feet; thence tangent to said curve, South 04°51'46" West, 805.23 feet to the beginning of a tangent 1,600-foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 02°31'~~03~~24" a distance of 70.~~30~~ 365 feet to a terminal intersection with the existing centerline of Convoy Street as said street is located and established on the date of this instrument.

3.912 Ac

PARCEL 5 - Weigh Station Easement

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

2.782 Ac

APPROVED BY CADASTRAL
4/20/82
M. McKinney
Signature

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

EXHIBIT "A"

N6247482RP00Q77

State of California)
)SS
County of San Mateo)

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

OFFICIAL SEAL
BEVERLY J. FREITAS
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires Feb. 7, 1986

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

EARLY CANCELLATION REFUND SCHEDULE

Projected Lease Payments - FIRP/NSPF/MRF

Assumptions:

Year 1 market rent:	$298,440
Lease term (years):	50
Discount Rate:	9.0%

(payment in advance)

Year	Rent	PWF	Present Worth
1	$298,440	1.0000	$298,440
2	298,440	0.9174	273,798
3	298,440	0.8417	251,191
4	298,440	0.7722	230,450
5	298,440	0.7084	211,422
6	298,440	0.6499	193,966
7	298,440	0.5963	177,950
8	298,440	0.5470	163,257
9	298,440	0.5019	149,777
10	298,440	0.4604	137,410
11	298,440	0.4224	126,064
12	298,440	0.3875	115,655
13	298,440	0.3555	106,106
14	298,440	0.3262	97,345
15	298,440	0.2992	89,307
16	298,440	0.2745	81,933
17	298,440	0.2519	75,168
18	298,440	0.2311	68,961
19	298,440	0.2120	63,267
20	298,440	0.1945	58,043
21	298,440	0.1784	53,251
22	298,440	0.1637	48,854
23	298,440	0.1502	44,820
24	298,440	0.1378	41,119
25	298,440	0.1264	37,724
26	298,440	0.1160	34,609
27	298,440	0.1064	31,752
28	298,440	0.0976	29,130
29	298,440	0.0895	26,725
30	298,440	0.0822	24,518
31	298,440	0.0754	22,494
32	298,440	0.0691	20,636
33	298,440	0.0634	18,933
34	298,440	0.0582	17,369
35	298,440	0.0534	15,935
36	298,440	0.0490	14,619
37	298,440	0.0449	13,412
38	298,440	0.0412	12,305
39	298,440	0.0378	11,289
40	298,440	0.0347	10,357
41	298,440	0.0318	9,502
42	298,440	0.0292	8,717
43	298,440	0.0268	7,997
44	298,440	0.0246	7,337
45	298,440	0.0226	6,731
46	298,440	0.0207	6,175
47	298,440	0.0190	5,665
48	298,440	0.0174	5,198
49	298,440	0.0160	4,769
50	298,440	0.0147	4,375
			$3,565,831

Projected Lease Payments - Other Areas

Assumptions:

Year 1 market rent:	$188,906
Lease term (years):	50
Discount Rate:	9.0%

(payment in advance)

Year	Rent	PWF	Present Worth
1	$188,906	1.0000	$188,906
2	188,906	0.9174	173,308
3	188,906	0.8417	158,998
4	188,906	0.7722	145,870
5	188,906	0.7084	133,826
6	188,906	0.6499	122,776
7	188,906	0.5963	112,638
8	188,906	0.5470	103,338
9	188,906	0.5019	94,806
10	188,906	0.4604	86,978
11	188,906	0.4224	79,796
12	188,906	0.3875	73,207
13	188,906	0.3555	67,163
14	188,906	0.3262	61,617
15	188,906	0.2992	56,529
16	188,906	0.2745	51,862
17	188,906	0.2519	47,580
18	188,906	0.2311	43,651
19	188,906	0.2120	40,047
20	188,906	0.1945	36,740
21	188,906	0.1784	33,707
22	188,906	0.1637	30,924
23	188,906	0.1502	28,370
24	188,906	0.1378	26,028
25	188,906	0.1264	23,879
26	188,906	0.1160	21,907
27	188,906	0.1064	20,098
28	188,906	0.0976	18,439
29	188,906	0.0895	16,916
30	188,906	0.0822	15,519
31	188,906	0.0754	14,238
32	188,906	0.0691	13,062
33	188,906	0.0634	11,984
34	188,906	0.0582	10,994
35	188,906	0.0534	10,087
36	188,906	0.0490	9,254
37	188,906	0.0449	8,490
38	188,906	0.0412	7,789
39	188,906	0.0378	7,146
40	188,906	0.0347	6,556
41	188,906	0.0318	6,014
42	188,906	0.0292	5,518
43	188,906	0.0268	5,062
44	188,906	0.0246	4,644
45	188,906	0.0226	4,261
46	188,906	0.0207	3,909
47	188,906	0.0190	3,586
48	188,906	0.0174	3,290
49	188,906	0.0160	3,018
50	188,906	0.0147	2,769
			$2,257,093

Summary (payment in advance)

FIRP/NSPF/MRF	$3,565,831
Other Areas	$2,257,093
Pipeline easements	$177,268
	$6,000,192

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

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

EXHIBIT C

TO LEASE

(O-96-37)

ORDINANCE NUMBER O-18218 (NEW SERIES)

ADOPTED ON OCT 03 1996

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

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

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

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

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

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

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

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

APPROVED: JOHN W. WITT, City Attorney

By _____
Frederick M. Ortlieb
Deputy City Attorney

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

DOCUMENT NO. OO-18218

FILED October 2, 1995

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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

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

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

Auditor - MS 61 (Copy)

10/23/95
ew

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

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

NAYS: None.

NOT PRESENT: Mayor Golding.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

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

(Seal)

By: Esther Woronicz, Deputy

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

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

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

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

(Seal)

By: Esther Woronicz, Deputy

REAU #47-K

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO: CITY ATTORNEY

2. FROM: (Originating Department) Real Estate Assets Department

3. DATE August 24, 1995

4. SUBJECT:

MIRAMAR LANDFILL GENERAL DEVELOPMENT PLAN/FIESTA ISLAND REPLACEMENT PROJECT

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.) Steffen/MacKenzie 51-A

6. TELEPHONE NO. 66725/66050

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2: ☐

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT.				
ORGANIZATION				
OBJECT ACCOUNT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:)

None.

Job: 521696

cc: Docket

10. ROUTING AND APPROVALS

ROUTE (✓)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	Department Director	Michael Stuhl	8-24-95	X	CITY MANAGER	C Cowell	8-25-95
X	ENVIRONMENTAL SERVICES	John Torre EAS	8/24/95	X	AUDITOR		
X	METROPOLITAN WASTE WATER	Scott Allen	8/24/95	X	CITY ATTORNEY		
X	DEP/EAS			X	ORIGINATING DEPARTMENT		8/28/95
	ENVIRONMENTAL SERVICES	Rick Phillips	8-21-95	✓	MGR. DOCKET COORD. AW 8/28/95	COUNCIL REP. AW 8/29/95	
					RULES COMMITTEE ☐ CONSENT ☐ Refer to ☐ ADOPTION ☐ Date 9/11/95		

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

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

11a. MANAGER'S RECOMMENDATION: Approve the Ordinance

AUG 25 2 21 PM '95 CITY ATTORNEY

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

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

O-18218 OCT 17 1995

P 1 - 249.72

2 - 801.44

3 - 9.847

4 - 359.336

5 - 4.024

1424.387

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 3000007283 2115

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: Jessica Olson
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
								TOTAL AMOUNT	

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: $385,500.00

Vendor: Clean Harbors Environmental Services, Inc.

Purpose: Authorizing the Mayor or his designee to execute an agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management, Transportation, and Disposal Services for an initial one-year term beginning January 1, 2015 for a calendar year amount not to exceed $771,000, with FY16's portion of $385,500 contingent upon passage of the AO and with the options to renew the agreement for four additional one-year terms.

Date: September 23, 2014 By: Jessica Olson
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	710001		BB1000313-14		512157		2115111113		$27,500.00
	700039				512157		2115121115		$5,000.00
	700039				512157		2115121116		$7,500.00
	700048				512157		2115111113		$338,000.00
	710001				512157		2115111113		$7,500.00
								TOTAL AMOUNT	$385,500.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 3000007283

Labor Relations Review
Household Hazardous Waste Contracted Services
RFP/Contract for Fiscal Year 2014

1. **What is the contract for?**
   The contract is for a specialized contractor to operate, collect, package, transport and dispose of Household Hazardous Waste (HHW) collected through the HHW Program and Miramar Landfill Load Check Program.

   The Contract's scope of work includes:
   - Operate the HHW Transfer Facility each Saturday to service the public by utilizing specially trained staff to unload the public's vehicles, properly package the HHW collected per regulatory requirements, utilize a licensed HHW transporter to transport and dispose of the HHW at a licensed disposal or recycling facility.
   - Operate one-day HHW collection events, transport and dispose of HHW collected in the same manner as at the Transfer Facility.
   - Collect, package, transport and dispose of HHW picked up at resident's home in the same manner as at the Transfer Facility.
   - Transport and dispose of HHW collected through the Miramar Landfill Load Check Program.

2. **What is the dollar amount requested?**
   The expected annual expenditure is $760,000 for FY 14 with CPI increases in the following 4 contract renewal years.

3. **Are City employees currently performing any of the work?**
   No

4. **Will any City employees be displaced as a result of this bid?**
   No

5. **If this is a renewal of an existing contract, how long have these services been contracted out?**
   The HHW collection services have been contracted out since the inception of the Program in 1990. When the Program expanded to the operation of the HHW Transfer Facility in1999, the operational activity was contracted out at the time of opening the facility.

☑ APPROVED
10/11/12

s:/hhw/hhw/2013 RFP/Labor Relations review 092012

REQUEST FOR PROPOSAL (RFP)
RFP NO.: 10047656-15-V

Furnish the City of San Diego with Household Hazardous Waste Management, Transportation and Disposal Services

RFP Release Date:	**June 13, 2014**
Recommended Pre-Proposal Conference: See Section L of this RFP for conference details.	**June 23, 2014** **At 9:00 a.m., PT**
Date Written Questions/Comments Due: See Section L of this RFP for question/comment instructions.	**June 25, 2014** **On or before 5:00 p.m., PT**
Proposal Closing: **On or before 4:00 p.m. PT to the** Purchasing & Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101	**July 15, 2014**
Term of Contract:	**One (1) Year Contract from the Notice to Proceed, with Four (4) One (1) Year Option Periods.**
License(s) Required:	**See RFP Requirements**
Contact Name and Information:	**Leslie Valdez** **Senior Procurement Specialist** **(619) 236-7090** **LValdez@sandiego.gov**

Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

TABLE OF CONTENTS

RFP Document....i

Contract Form ii

Section A - Signature Page....1

Section B - Price Schedule 2

B.01 Price Schedule Instructions for Scope Of Services as Specified in Section C 2
B.02 Price Schedule 8

Section C - Scope of Services....23

C.01 Background....23
C.02. Objective....26
C.03. Project Funding....26
C.04. Core Requirements and Deliverables 26
C.05 Equipment And Materials....40
C.06 Unacceptable Waste....43
C.07 Personnel....44
C.08 City Responsibilities....47
C.09 Waste Management Plan 49
C.10 Acceptable Transporter And Disposal/recycling Facilities 50
C.11 Training....52
C.12 Licenses 53
C.13 Warranty 53
C.14 Safety And Accident Prevention 53
C.15 Customer Service....54
C.16 Cooperation And Transition 55
C.17 Contractor's Work Site 56
C.18 Optional Service 56
C.19 Incurred Expenses....57

Section D - Qualifications and Experience....58

Section E - Inspection and Acceptance 59

Section F - Deliveries or Performance....60

F.01 Period of Performance 60
F.02 Quality Control 60

Section G - Contract Administration Data....62

Invoicing And Payment 62
Review And Approval Of Materials And Documents....65

Section H - Special Contract Requirements 66

H.01 Authority To Adopt New Amendments For New Operations....66
H.02 City Recognition....66
H.03 Calrecycle Oil Payment Program Terms And Conditions....66
H.04 Compliance With Miramar Landfill Ground Lease....66

TABLE OF CONTENTS (cont.)

H.05 Contingency 67
H.06 Contractor's Duty To Surrender 67
H.07 Contractor Recognition 68
H.08 Employment Of City Staff 68
H.09 Encumbrances 68
H.10 Exclusion Of Household Hazardous Wastes (hhw) 68
H.11 Grant Conditions 68
H.12 Incident Notification 69
H.13 Non-interference And Compliance With Directives 69
H.14 Ownership Of Resources 69
H.15 Reporting System 70
H.16 Right Of Entry 70
H.17 Scavenging 71
H.18 Site Suitability 71
H.19 Taxes 72
H.20 Temporary Interruption Of Phhwcf Operations 72
H.21 Third Party Waste Acceptance 72

Section I - General Contract Clauses 74

I.01 Definitions 74
I.02 Type of Contract 79
I.03 Term of Contract 79
I.04 Notice To Proceed 79
I.05 Option to Extend Services/term 79
I.06 Conflict of Interest 79
I.07 Holidays 80
I.08 Availability of Funds 81
I.09 Insurance 81
I.10 Criminal Background Screening 86
I.11 Governing Law 86
I.12 Legal Requirements 87
I.13 Changes 87
I.14 Drug-Free Workplace 88
I.15 Notices 88
I.16 Indemnification and Hold Harmless Agreement 88
I.17 The City Of San Diego Restrictions 90
I.18 Assignment or Transfer 90
I.19 Availability of Records 90
I.20 Standards of Conduct 91
I.21 Removal of Employees 91
I.22 Supervision 91
I.23 Performance Evaluation Meeting 91
I.24 Federal, State and Local Reporting Compliance 92
I.25 Nondiscrimination 92
I.26 Project Personnel 92

TABLE OF CONTENTS (cont.)

I.27 Photo Identification Badge 93
I.28 Lobbyist Activities....93
I.29 Gratuities....93
I.30 Termination....94
I.31 Insolvency....95
I.32 Dispute Resolution....95
I.33 Patents and Royalties....96
I.34 Warranty of Services 96
I.35 Licenses and Permits 97
I.36 Taxes....97
I.37 Protection of the City of San Diego Property....97
I.38 Publicity Releases....98
I.39 Suspension of Work....98
I.40 Standards of Performance....98
I.41 Notice of Labor Disputes....99
I.42 Pending Legal Dispute....99
I.43 Time of Essence....100
I.44 Americans with Disabilities Act Certification....100
I.45 Debarment Proceedings....100
I.46 Other Public Agencies 100
I.47 Product Endorsements 100
I.48 Procurement Card Transactions....100
I.49 Severability....100
I.50 No Waiver....100
I.51 Covenants and Conditions 101
I.52 Headings 101
I.53 Independent Contractors....101
I.54 Successors in Interest....101
I.55 Confidentiality of Services 101
I.56 Business Tax License 101
I.57 Compliance With Controlling Law 102
I.58 Equal Benefits....102
I.59 Contractor Standards 102
I.60 Title To Waste 103
I.61 Storm Water Protection 103
I.62 Storm Water Protection 103

Section J - List of Attachments, Exhibits, or Appendices 105

Section K – Representations, Certifications, and Other Statements of Contractors or Respondents....106

Contractor's Cover Sheet....107
Pre-Award Survey Documents 109
Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters....116

TABLE OF CONTENTS (cont.)

Declaration Regarding Information Requested 118
Proof of Insurance 119
Criminal Background Certification 120
Affidavit for Contractor/Vendor 121
Conflict of Interest Disclosure Statement 122
Drug-Free Workplace 123
Equal Benefits Certificate 127
Contractor Standards Pledge of Compliance 128
American with Disabilities Act (ADA) Compliance 134
Waste Management Statement 135
Statement of Available Equipment 136
Licenses 137

Section L – Instructions, Conditions and Notices to Contractors 138

L.01 Recommended Pre-proposal 138
L.02 Questions 138
L.03 Additional Instructions 139
L.04 RFP Proposal Format And Organization 143

Section M - Evaluation Process 146

M.01 Evaluation 146
M.02 Process for Award 146
M.03 Evaluation Panel 147
M.04 Evaluation Criteria 148
M.05 Additional Eligibility Requirements 150

Attachment 1 - Equal Opportunity Contracting Program (EOCP) 151
AA. Work Force Report 157
BB. Subcontractor Participation List 162
CC. Contract Activity Report 163

RFP Document

Contractors need to review this RFP carefully. An explanation of the sections and parts are outlined below:

- Sections A-J of this RFP and the selected Contractor's Proposal (excluding exceptions or deviations which have not been accepted by the City in writing) will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these documents become the Contract with the Contractor and THE CITY OF SAN DIEGO and may include attachments containing terms, conditions and/or pricing specific to the product or service being rendered. Section J contains all attachments or additional supporting information.

- Sections K-M contain the representations and certifications all Contractors must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Contractors for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.

- Section C contains the Scope of Services. All items specified in Section C, "Scope of Services" beginning with "Core Requirements and Deliverables" must be addressed in the Proposal. Contractors must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Contractors shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated specifications are insufficient. Rather, the Contractors must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Contractors shall state their understanding of and compliance with those requirements. Contractors should also include any other information they feel may be of benefit to the City.

- Section D, "Qualifications and Experience" must be addressed in the Proposal.

- Contractors must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions and deviations are deemed rejected unless accepted in writing by the City of San Diego.

- The purpose of this Request for Proposal is to solicit proposals for a Contractor to provide goods, products and/or services to the City of San Diego.

Contract Form

This Contract is entered into by the City of San Diego, a municipal corporation ("City"), and [contractor] ("Contractor") for the Scope of Services specified herein. For good and valuable consideration, the sufficiency of which is acknowledged, the City and Contractor agree as follows:

A. The Contractor shall perform the services described in Section C – Scope of Services in return for payment by the City set forth in Section B – Price Schedule, all in accordance with the terms and conditions set forth in the Contract Documents consisting of Sections A through J of this RFP and the Contractor's Proposal (excluding exceptions or deviations which have not been accepted by the City in writing), incorporated herein by reference.

B. It is the intent of the Contract Documents to completely describe the services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section B.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

B.1	This Contract Form and Section A (Signature Page).
B.2	Section C (Scope of Services).
B.3	Section B (Price Schedule).
B.4	Section H (Special Contract Requirements).
B.5	Section D (Qualifications and Experience).
B.6	Section I (General Contract Clauses).
B.7	Section E (Inspection and Acceptance), F (Deliveries or Performance), G (Contract Administration Data).
B.8	Section J (List of Attachments, Exhibits or Appendices).
B.9	Contractor's Proposal.

C. Once the City issues a letter of Award to the Contractor, the Contractor is required to provide any requisite information or documents prior to contract execution as specified in Section L of this RFP, such as certificates of insurance, bonds, or business license, to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide

requisite information or documents may result in the Contractor being rejected as non-responsive.

D. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this Contract.

E. For such performance, the City shall pay to Contractor the amounts set forth in the Contract Documents at the times and in the manner as are provided for in this Contract. The final Contract shall have a not to exceed amount for the total to be paid Contractor during the term of this Contract unless the City notifies Contractor in writing that additional funding has been authorized. Contractor is not obligated to provide goods or services in excess of the not to exceed amount unless additional funding is authorized, and does so at its own risk until written notice is received from the City. Contractor shall promptly notify the City in writing if it reasonably anticipates the cost to the City will exceed the amount specified in this paragraph during the initial one (1) year term (or the authorized amount for any option year), so that the City may request additional funding, reduce its consumption or seek additional sources of the goods or services.

F. This Contract shall be for a period of one (1) year effective on the date as specified in a Notice to Proceed letter which will be issued by Purchasing & Contracting Department only after this Contract has been executed by the last party to sign the Signature Page (Section A), and approved by the City Attorney in accordance with San Diego Charter Section 40, with options to extend for four (4) additional one (1) year periods in accordance with Section I.05 of this Contract.

SECTION A
SIGNATURE PAGE

1. Contract No.: **2. RFP No.: 10047656-15-V**

3. Contract Title: **Household Hazardous Waste Management, Transportation and Disposal Services**

4. Contract Amount: **Prompt Payment Discount Terms: _____ % _____ Days**

5. Term of Contract: One (1) year contract, with four (4) additional one (1) year options.

6. Contractor Name:

Address:

City/State/Zip:

Telephone:

Contact: **E-Mail Address:**

The City of San Diego Business Tax License Number:

Federal Tax ID Number:

7. Contract Table of Contents

Contract Form

Section A: Signature Page

Section B: Price Schedule

Section C: Scope of Services

Section D: Qualification and Experience

Section E: Inspection and Acceptance

Section F: Deliveries or Performance

Section G: Contract Administration Data

Section H: Special Contract Requirements

Section I: General Contract Clauses

Section J: List of Attachments, Exhibits, or Appendices

Contractor's Proposal

8. Signature of Authorized Representative/Contractor	**9. Signature of The City of San Diego Purchasing Agent**	**10. Signature of The City of San Diego City Attorney**
_____	_____	_____
_____ (Print Name)	_____ (Print Name)	Approved for Form and Legality
_____ (Title)	_____ (Title)	_____ (Print Name)
_____ (Date)	_____ (Date)	_____ (Title)
		_____ (Date)

SECTION B

PRICE SCHEDULE

B.01 PRICE SCHEDULE INSTRUCTIONS

General Instructions

The City is seeking a primary contractor to provide the City with Household Hazardous Waste (HHW) Management, Transportation and Disposal Services as described in this RFP.

Contractors shall submit their Proposal for pricing on the following City's Price Schedule page(s). Using the enclosed Price Schedule page(s) will help ensure consistency in the price evaluation. The Price Schedule page(s) are to be completed in full and shall be incorporated herein. Only the City's Price Schedule page(s) will be accepted. Any deviations from the Price Schedule page(s) may result in the rejection of the Proposal as being non-responsive. Blanks on the Price Schedule pages(s) will be interpreted as zero (0) and no price will be allowed. The Contractor shall identify any limitations on the Contractor's ability to transport and dispose of any specific type of waste.

Rates shall apply to all activities described in Section C, Scope of Services of this RFP.

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all fuel, delivery, and freight charges.

For hourly labor and vehicle rate invoice charges, the Contractor shall utilize their central operations yard within the City of San Diego as the base location for all labor mobilization utilized to complete the service requested. When service is requested, the travel time from the Contractor's central operations yard to and from the location where service is needed shall be the mobilization time charged on an invoice along with the actual time spent at the service location completing the service.

If the Contractor does not have an operations yard in the City of San Diego, the Contractor shall establish a "base" location in San Diego County within thirty (30) calendar days of receipt of Notice to Award for mobilization for each service within the Scope of Services and an average expected hour(s) or portion of an hour to travel from the "base" location to any location within the City of San Diego. The Contractor shall apply this agreed upon Portal-to-Portal average time utilizing the "base" location as the start and end point and add the actual time at the service location performing the service to determine the time charged on an invoice.

Estimated Contract Values

The estimated value of each of the contract components for fiscal year (FY) 2013-2014 is listed in Table 1 – Estimated Contract Values. The City does not anticipate any significant changes to the values of this contract during the first year of the contract (FY 2014-2015).

Table 1
Estimated Contract Values

	PHHWCF, Sharps Kiosk Collection and Door-to- Door	Load Check Program	Recyclable HHW Events	Total Contract Value
Contract Value	$686,000	$25,000	$60,000	$771,000

The City makes no promises or guarantees concerning the level of participation or use of these services by residents. The City has made every effort to provide accurate data and information on historical or current trends to assist in projecting the levels of service needed.

Price Adjustment

The Contractor shall propose the mechanism for price adjustments up or down for option periods and any maximums or minimums that will apply to such price adjustments. Failure to provide a price adjustment mechanism will be construed to mean that the price will not be increased during any option period.

Prompt Payment Discount

The City's Standard Payment Terms are Net 30 Days. Contractors may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms. Discounts will be taken at the time of payment when applicable. Prompt payment discounts shall be identified on the Signature Page, Section A.4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

B.01.1 Hourly Labor Rates

The Contractor shall provide the hourly labor rates, as specified in B.02.1, which shall include all personnel training, personal safety protective gear and equipment, including but not limited to eye protection, respirators, gloves, traffic vests, and any other items to perform activities covered under any Contract resulting from this RFP.

HHW services are expected during the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. The Contractor shall specify when the holiday hourly rate will be applicable under any Contract resulting from this RFP. Any overtime activity performed under any Contract

resulting from this RFP must be pre-approved by the City's Contract Manager, Contract Administrator, or designee.

B.01.2 Vehicle Rates

The Contractor shall provide the hourly vehicle rates for performing activities covered under any Contract resulting from this RFP, as specified in B.02.2. Vehicle rates shall include fuel surcharges.

B.01.3 PHHWCF Staffing Plan

The Contractor shall provide, as specified in B.02.3, a matrix of the minimum number of Contractor's staff required to serve residents in a 4-hour and 6-hour operational day at the Permanent Household Hazardous Waste Collection Facility (PHHWCF). The Contractor shall identify the number and types of personnel for each level of participation.

B.01.4 PHHWCF Fixed Rates (Holiday and Non-Holiday)

The Contractor shall provide, as specified in B.02.4 and B.02.5, the Holiday and Non-Holiday fixed rates to serve residents in a 4-hour and 6-hour operational day at the PHHWCF, for each level of participation.

The Labor fixed rates shall include all personnel and labor to conduct household hazardous waste collection activities including but not limited to appointment screening, non-appointment screening, surveys, and distribution of HHW outreach materials; waste screening, unloading, testing including identification of unknowns, packaging, and labeling; traffic control, spills clean up, emergency response, site security, and site clean-up at end of daily operation.

The Mobilization fixed rates shall include mobilization and demobilization, set-up, the overhead related to subcontracts and coordination of delivery and removal of all subcontracted equipment and services, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste screening, unloading, testing including identification of unknowns; fork lift, personal protective gear and equipment, traffic control signs, safety cones, fire extinguishers, spills clean up equipment, emergency response equipment, and Permit-by-Rule required signs and materials.

The PHHWCF will operate on the following holiday weekends: Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day. The City reserves the right to close the PHHWCF on these holidays with 30 calendar days written notification. The Contractor shall specify when holiday PHWWCF fixed rates will be applicable under any Contract resulting from this RFP.

B.01.5 Recyclable HHW Collection Event (THHWCF) Staffing Plan

The Contactor shall provide, as specified in B.02.6, a matrix of the minimum number of Contractor's staff required to serve residents in a 4-hour operational day for the acceptance of used motor oil, contaminated oil, antifreeze, oil filters, auto batteries, and other unacceptable HHW described in Section C.01 Background, Recyclable HHW Collection Event (THHWCF) Overview. The Contractor shall identify the number and types of Contractor's personnel for each level of participation.

The Contractor shall exclude the personnel required to collect household batteries and fluorescent bulbs in the matrix of the minimum number of Contractor's staff. The City will determine and request the number of hourly staff needed for the collection of household batteries and fluorescent bulbs at each THHWCF. The City will pay for Contractor's Bulb and Battery Collection Event services using the fixed rates specified in B.02.7.

B.01.6 Recyclable HHW Collection Event (THHWCF) Non-Holiday Fixed Rates

The Contractor shall provide, as specified in B.02.7, the Non-Holiday fixed rate to serve residents for 4 hours at a THHWCF, for each level of participation.

The Labor fixed rates shall include all personnel and labor to conduct household hazardous waste collection activities including but not limited to waste screening, unloading, testing including identification of unknowns, packaging, and labeling; surveys, distribution of HHW outreach materials, traffic control, spills clean up, emergency response, site security, site clean-up at end of the event's operation, and transportation to the PHHWCF for consolidation if required by the City.

The Mobilization fixed rates shall include mobilization and demobilization, the overhead related to subcontracts and coordination of delivery and removal of all subcontracted equipment and services, transportation to the PHWWCF for consolidation if required by the City, set-up, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste screening, unloading, testing including identification of unknowns; break and bulking area tent, fork lift, port-o-potties, hand washing station, eye wash station, solid waste collection bin, solid waste disposal, personal protective gear and equipment, traffic control signs, safety cones, fire extinguishers, spills clean up equipment, emergency response equipment, and Permit-by-Rule required signs and materials.

The Contractor shall indicate the additional cost to the fixed rates if the City requests 30-minute early start time.

The Contractor shall indicate if the Contractor will provide any discount to the City if THHWCF are held in certain months of the year.

B.01.7 Door-to-Door Fixed Rate and Sharps Mail Back Container Pricing

The Contractor shall provide the Door-to-Door fixed rate for each Door-to-Door pickup, as specified in B.02.8. The fixed rate shall include mobilization, transportation, equipment, materials, personnel, personal protective equipment, and demobilization for each Door-to-Door pickup location.

The City reserves the right to use the standard hourly labor and vehicle rates, as specified in B.02.1 and B.02.2, for payment of the Contractor's Door-to-Door services.

Contractor shall also provide the pricing for sharps mail back containers for each container size listed, as specified in B.02.8. The sharps mail back container pricing shall include the shipping container, sharps container, postage, disposal, and any required reporting as specified in Section C.04.2.1.

B.01.8 Sharps Kiosk Fixed Rate

The Contractor shall provide the Sharps Kiosk fixed rate for each sharps kiosk pickup, as specified in B.02.9. The fixed rate shall include mobilization, transportation (including transportation to the PHHWCF for consolidation, if applicable), equipment, materials, personnel, personal protective gear and equipments, replacement container for the kiosk, and demobilization for each sharps kiosk pickup location.

B.01.9 HHW Transportation and Disposal Rates

Unless already provided within the matrix, the Contractor shall indicate the package and disposal method for each type of waste category for Household Hazardous Wastes and Universal Wastes, as specified in B.02.10.

The transportation and disposal rates shall include the costs of shipping documents, Department of Transportation (DOT) placards, liners, labels, markings, shipping pallets, packaging materials, transportation, fuel surcharges, and the disposal cost per each waste category.

B.01.10 Covered Electronics and Miscellaneous E-Waste Transportation and Disposal Rates

As specified in B.02.11, the Contractor shall indicate the packaging method for each waste category, price per pound, and the amount of any reimbursement received by the Contractor for covered electronics. The price per pound shall include the cost of shipping documents, DOT placards, liners, labels, markings, shipping pallets, packaging materials, transportation, fuel surcharges, and disposal cost per each waste category.

B.01.11 Compressed Gas Cylinder Transportation and Disposal Rates

As specified in B.02.12, the Contractor shall indicate the disposal method and disposal rate for each type of compressed gas cylinder.

The compressed gas cylinder disposal rates shall include the cost of shipping documents, DOT placards, liners, labels, markings, shipping pallets, packaging materials, transportation, fuel surcharges, and disposal cost per each pressurized gas type.

B.01.12 Container Pricing

As specified in B.02.13, the Contractor shall provide pricing for each container type listed. All container pricing shall include the cost of labels, markings, liner and pallet (if applicable), container lid or cover, and fastening hardware.

B.01.13 Miscellaneous Material Pricing

As specified in B.02.14, the Contractor shall specify cost per unit of measurement for each miscellaneous material listed.

B.01.14 Unacceptable Hazardous Waste Disposal

As specified in B.02.10, The Contractor shall provide cost plus pricing for all Hazardous Wastes not listed within B.02.10.

B.02 PRICE SCHEDULE

B.02.1 LABOR RATES

Position	Standard Hourly Rate (Monday – Saturday)	Overtime Hourly Rate (if applicable)	Holiday Hourly Rate (if applicable)
Site Manager			
Chemist			
Technician (40-Hr)			
Laborer (24 or 40-hr)			
Laborer (non-24/40-hr)			
Survey/Traffic			

B.02.2 VEHICLE RATES

Vehicle	Hourly Rate
Box truck with liftgate	
Semi-tractor	
Forklift	

B.02.3 PHHWCF STAFFING PLAN

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or non-40 hour)	Survey / Traffic
1 - 50							
51 - 100							
101 - 150							
151 - 200							
201 - 250							
251 - 300							
301 - 350							
6-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or non-40 hour)	Survey / Traffic
1 - 50							
51 - 100							
101 - 150							
151 - 200							
201 - 250							
251 - 300							
301 - 350							

B.02.4 PHHWCF NON-HOLIDAY FIXED RATE

	4 hrs Non-Holiday Fixed Rate		6 hrs Non-Holiday Fixed Rate	
Participation	Labor	Mobilization	Labor	Mobilization
1 - 50				
51 - 100				
101 - 150				
151 - 200				
201 - 250				
251 - 300				
301 - 350				

B.02.5 PHHWCF HOLIDAY FIXED RATE

	4 hrs Holiday Fixed Rate		6 hrs Holiday Fixed Rate	
Participation	Labor	Mobilization	Labor	Mobilization
1 - 50				
51 - 100				
101 - 150				
151 - 200				
201 - 250				
251 - 300				
301 - 350				

B.02.6 RECYCLABLE HHW COLLECTION EVENT (THHWCF) STAFFING PLAN

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or 40-hour)	Survey / Traffic
1 – 50							
51 - 100							
101 - 150							
151 - 200							
201 - 250							
251 - 300							
301 - 350							
351 - 400							
401 - 450							
451 - 500							
501 - 550							
551 - 600							
601 - 650							
651 - 700							
701 - 750							
751 - 800							

B.02.7 RECYCLABLE HHW COLLECTION EVENT (THHWCF) FIXED RATES

	4 hrs Non-holiday Fixed Rate	
Participation	Labor	Mobilization
1 - 50		
51 - 100		
101 - 150		
151 - 200		
201 - 250		
251 - 300		
301 - 350		
351 - 400		
401 - 450		
451 - 500		
501 – 550		
551 - 600		
601 - 650		
651 - 700		
701 - 750		
751 - 800		

Recyclable HHW Collection Event 30-minute early start time will be charged an additional $_____ to the fixed rate.

Will Contractor provide discount if Recyclable HHW Collection Events are held in certain months of the year?

Yes _____ No _____

If yes, which months _____; and the discount will be _____.

B.02.8 DOOR-TO-DOOR FIXED RATE

Rate per door-to-door pickup $_____

Sharps Mail Back Containers Pricing

Container Size	Pricing
1-Quart	
1.5-Quart	
1-Gallon	
Other (specify size)	

B.02.9 SHARPS KIOSK FIXED RATE

Rate per sharps kiosk pickup $_____

B.02.10 HHW TRANSPORTATION AND DISPOSAL RATES

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Acidic, Liquid/Solid, Inorganic	DI						X	X	X
Acidic, Liquid/Solid, Organic	DI						X	X	X
Aerosols, Flammable	DI								X
Aerosols, Non-Flammable, Corrosive	DI							X	X
Aerosols, Non-Flammable, Poison	DI							X	X
Antifreeze	R	Bulk					X	X	/gal
Asbestos – friable	L						X		X
Asbestos – non-friable	L						X		X
Basic, Liquid/Solid, Inorganic	DI							X	X
Basic, Liquid/Solid, Organic	DI							X	X
Batteries, Lead Acid	R		X	X	X	X	X	X	
Butane Lighters	DI						X	X	X
Butane Lighters	FI						X	X	X
Compressed Gas Cylinders: Helium, single-use, up to 15 cu. Ft. capacity	DI		X	X	X	X	X	X	/each
Compressed Gas Cylinders: MAPP, single-use 1-lb size	DI		X	X	X	X	X	X	/each
Compressed Gas Cylinders: Single-use Oxygen, 1-lb size	DI		X	X	X	X	X	X	/each
Compressed Gas Cylinders: Single-use Propane, 1-lb size	R		X	X	X	X	X	X	/each
Compressed Gas Cylinders: Propane 5-gallon/BBQ size	R		X	X	X	X	X	X	/each
Broken fluorescent bulbs	R							X	X

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Cathode Ray Tube Glass	R								X
Cyanide, Liquid/Solid	DI				X	X	X	X	
Diesel fuel	FI	Bulk					X	X	
Empty Drum, Non-RCRA (greater than 5-gallon in size, from customer)	R						X	X	X
Fire Extinguishers (charged)	R		X	X	X	X	X	X	/each
Flammable Liquid	FI							X	X
Flammable Liquid, Toxic	DI							X	X
Flammable Solid	DI								X
Freon (aerosol can size)	R		X	X	X	X	X	X	/each
Fusee (Road Flares)	DI			X	X	X	X	X	X
Gasoline	FI	Bulk					X	X	
Latex Paint	R								
Latex Paint	DI								
Latex Paint, PCB Contaminated	DI						X	X	X
Lead Paint Waste	DI						X	X	X
Mercury Compounds	DI						X	X	X
Mercury Compounds	T						X	X	X
Mercury, Elemental and devices	R						X	X	X
Nitric Acid, <20%	T						X	X	X
Nitric Acid, 20% - 70%	T						X	X	X
Non PCB Ballasts/Transformers	R						X	X	X
Non-RCRA Liquids/Solids	DI								X
Non-RCRA Semi-Solids	DI								X
Non-RCRA Oily Liquids/Solids	DI								X

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Oil Filters	R							X	X
Oil-Based Paint	FI								
Oil-Based Paint	DI								
Organic Peroxide, Type D, Liquid/Solid	DI				X	X	X	X	
Oxidizing Liquid/Solid, Acidic	DI						X	X	
Oxidizing Liquid/Solid, Basic	DI						X	X	
Oxidizing Liquid/Solid, Neutral	DI						X	X	
PCB Ballasts	R						X	X	X
Pharmaceuticals, prescription and over-the-counter medications	DI								X
Self-Heating Substances	DI				X	X	X	X	
Sharps (Home Generated)	DI							X	
Sharps (Home Generated)	T/L							X	
Sulfuric Acid, fuming	DI						X	X	
Soil Contaminated with Gasoline	DI						X	X	X
Soil Contaminated with Diesel	DI						X	X	X
Soil Contaminated with Used Motor Oil	DI						X	X	X
Soil Contaminated with Hydraulic Oil	DI						X	X	X
Toxic Liquid, Flammable	DI							X	X
Toxic Liquid/Solid	DI								X
Used Motor Oil	R	Bulk					X	X	/gal
Used Motor Oil, Contaminated with Chlorinated Substances	DI	Bulk					X	X	X

Household Hazardous Waste									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate by Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Used Motor, Oil and Diesel Mixtures	FI	Bulk					X	X	X
Used Motor, Oil and Diesel Mixtures	DI	Bulk					X	X	X
Used Motor, Oil and Water Mixtures	R	Bulk					X	X	X
Used Motor, Oil and Water Mixtures	DI	Bulk					X	X	X
Water Reactive Liquid/Solid	DI				X	X	X	X	
All other Hazardous Waste not listed will be charged at invoice cost plus_____%									

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
CYB = Cubic yard fiber board box
R = Recycling
T = Treatment
CQB = Conquest Box/55-gallon fiber board box

Universal Wastes									
Waste Category	Disposal Method	Package Method	Transportation and Disposal Rate Container Size						
			5-gal	16-gal	30-gal	55-gal	CQB	CYB	Other
Batteries - Alkaline	R						X	X	X
Batteries - Alkaline	L						X	X	X
Batteries - Gel Cell	R						X	X	X
Batteries - Lithium	R						X	X	X
Batteries - Mercury	R						X	X	X
Batteries - NiCad	R						X	X	X
Fluorescent bulbs, linear foot	R		X	X	X	X	X	X	/foot
Fluorescent bulbs, CFL	R							X	/each
Fluorescent bulbs, U-shape	R							X	/each
Fluorescent bulbs, Circular	R							X	/each
Light bulbs, HID	R							X	/each
Light Bulbs, Mercury Vapor	R							X	/each
Light Bulbs, Neon	R							X	
Light Bulbs, Sodium	R							X	/each
Mercury Containing Devices (specify exclusions)	R						X	X	X

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
CYB = Cubic yard fiber board box
R = Recycling
T = Treatment
CQB = Conquest Box/55-gallon fiber board box

B.02.11 COVERED ELECTRONICS AND MISCELLANEOUS E-WASTE TRANSPORTATION AND DISPOSAL RATES

Waste Category	Disposal Method	Packaging Method	Price per Pound	Reimbursement
Cathode Ray Tubes (CRTs)/ CRT Devices	R		$	$
Consumer Electronic Devices	R		$	$
Devices with LCD screens	R		$	$
Devices with Plasma Screens	R		$	$

R = Recycling

B.02.12 COMPRESSED GAS CYLINDERS TRANSPORTATION AND DISPOSAL RATES

		Transportation and Disposal Rate				
Pressurized Gas	Disposal Method	3” x 13” Lecture	4” x 24” Small	12” x 36” Medium	10" x 52” Large	16” x 54” X-Large
Acetylene						
Ammonia						
Butane						
Carbon Dioxide						
Chlorine						
Freon						
Dichlorofluoromethane						
Hydrogen						
Nitrogen						
Oxygen						
Propylene						
Propane						
MAPP						

DI = Destructive Incineration
FI = Fuel Incineration
L = Landfill
R = Recycling
T = Treatment

B.02.13 CONTAINER PRICING

Item	Pricing by Container Material Type / Each					
	Metal Container		Poly Container		Fiber Container	Other (specify)
	New	Recon	New	Recon		
5 gallon drum – open top						
5 gallon drum – closed top						
5 gallon drum – screw top						
16 gallon drum – open top						
16 gallon drum – closed top						
30 gallon drum – open top						
30 gallon drum – closed top						
55 gallon drum – open top						
55 gallon drum – closed top						
85 gallon salvage drum						
Cubic Yard Box – DOT						
Cubic Yard Box – Non-DOT						
Conquest Box						
Pill Box – PG 1 Rated						
Fluorescent light fiber drum 4 foot (small capacity box)						
Fluorescent light fiber drum 4 foot (large capacity box)						
Fluorescent light fiber drum 8 foot (small capacity box)						
Fluorescent light fiber drum 8 foot (large capacity box)						

Recon = Reconditioned.

B.02.14 MISCELLANEOUS MATERIAL PRICING

	Unit Cost/Type
Absorbent Pads	
Ultrasorb	
Vermiculite	
Visqueen/Poly Sheeting – 6 mil	
Drum Liners – 5 gallon	
Drum Liners – 16 gallon	
Drum Liners – 30 gallon	
Drum Liners – 55 gallon	
Conquest Box Liner	
Cubic Yard Box Liner	
Sharps Container – 1.5-quart	
Sharps Container – 1-gallon	
Equipment/Materials Not Specified	Cost Plus _____%

SECTION C

SCOPE OF SERVICES

C.01 BACKGROUND

The City is seeking a primary contractor to provide the management, transportation, and disposal of household hazardous waste (HHW) at the City's permanent HHW collection facility, temporary HHW facilities (one-day recyclable HHW collection events), and bulb and battery collection events; to provide door-to-door collection of HHW from residents; to provide sharps mail back container services to eligible residents; to provide sharps kiosk collection services; and to provide transportation and disposal of household hazardous waste collected through the Miramar Landfill Load Check Program. The overview of each program is summarized below:

Permanent Household Hazardous Waste Collection Facility (PHHWCF) Overview

The PHHWCF is located at the City's Miramar Landfill at 5161 Convoy Street, located north of Route 52 at the intersection of Convoy Street. The PHHWCF is open 47 to 48 Saturdays a year, excluding Saturdays that fall near Easter, Thanksgiving, Christmas, and New Year's Day. The PHHWCF accepts HHW from residents between 9:00 a.m. to 3:00 p.m. and serves between 100-350 City residents every Saturday by appointment. The PHHWCF collected over 360 tons of HHW in FY2012-2013. A summary of this information is included in Attachment 1 – Form CalRecycle 303 Report for the City of San Diego FY 2012-2013.

The PHHWCF is not authorized to accept electronic waste, hazardous waste from businesses, and hazardous wastes generated as the result of business activities, including hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). The City may accept HHW from residents outside the City of San Diego pursuant to agreements with other jurisdictions for service on an appointment basis.

The Miramar Landfill is open 361 days a year except for New Year's Day, Easter, Thanksgiving, and Christmas Day. Monday through Friday, the hours of operation are 7:00 a.m. to 4:30 p.m. On Saturday and Sunday, the hours of operation are 7:30 a.m. to 4:30 p.m. The entrance lane and gate are closed at 4:30 p.m. and the outbound exit lane is locked at 7:00 p.m. The City contracts for landfill security from the hours of 4:30 p.m. – 7:30 a.m. with an access guard stationed at the landfill entrance gate from 4:30 p.m. – 6:30 a.m. The PHWWCF is under the flight path for the Miramar Marine Corps Air Station. Due to the proximity to San Clemente Canyon, the Miramar Landfill attracts a variety of wildlife.

The Miramar Recycling Center operated by the Allan Company is located adjacent to the PHHWCF. The Recycling Center operates the same days and hours as the Miramar Landfill. The Recycling Center accepts various recyclables including televisions, computer monitors, computer and electronic components, and other common recyclable materials.

Door-to-Door and Sharps Mail Back Services Overview

The City provides Door-to-Door services for those residents who are elderly, disabled or without the ability to transport HHW. The City served a total of twenty-six (26) City residents and collected approximately six (6) tons of HHW in FY 2012-2013. A summary of this information is included in Attachment 1 – Form CalRecycle 303 Report for the City of San Diego FY 2012-2013.

Each Door-to-Door service request is screened and approved by the City. The total number of residents served annually could be as high as 100.

As part of its Door-to-Door services, the City provides sharps mail back containers for those residents who are elderly, disabled or without the ability to transport sharps to the PHHWCF. The City provided thirty (30) sharps mail back containers in FY2012-2013. The City desires an online tracking system for the Sharps Mail Back service.

Recyclable HHW Collection Event (THHWCF) Overview

The City holds up to nine (9) Recyclable HHW Collection Events on Saturdays annually between September and May. Events hours are from 9:00 a.m. to 1:00 p.m. The City will hold the THHWCF at various locations city-wide including but not limited to City Facilities, City Parks, and schools. The City will accept used motor oil and oil filters, antifreeze, vehicle batteries, contaminated oil (such as oil/water mixtures, oil/diesel mixtures, oil/gasoline mixtures, or oil/chlorinated solvents), various household batteries (including but not limited to lithium, nickel-cadmium, mercury, alkaline, metal hydride) and fluorescent bulbs from City residents at these events. The City permits these events as temporary HHW collection events (THHWCF) to enable the City to address the receipt of other HHW inadvertently brought to the event by City residents. Typically, these HHW include flammable liquids, battery acid, aerosol cans, and paint.

The City served between 100-800 participants per event and collected forty-one (41) tons of HHW in FY2012-2013 at these events. A summary of this information is included in Attachment 1 – Form CalRecycle 303 Report for the City of San Diego FY 2012-2013.

Bulb and Battery Collection Event Overview

The City holds Bulb and Battery Collection Events that accept fluorescent bulbs and household batteries including lead-acid batteries from residents. In FY 2012-2013, participation at these events ranged from 50-400 participants per event. The City permits these events as Recycle-Only events. The City will hold the Bulb and Battery Collection Events at various locations city-wide including but not limited to City Facilities, City Parks, and schools.

During FY 2012-2013, the City accepted approximately one (1) ton of fluorescent bulbs and batteries from three (3) Bulb and Battery Collection Events. A summary of this information is included in Attachment 1 – Form CalRecycle 303 Report for the City of San Diego FY 2012-2013.

Miramar Landfill Load Check Program Overview

The City also diverts hazardous waste received at the Miramar Landfill through Load Check Program inspections. City staff is responsible for packaging the hazardous waste generated by the Load Check Program. The City's Load Check Program randomly inspects waste loads being disposed at the Miramar Landfill for the presence of unacceptable wastes including hazardous wastes. The City requires the customer (generator) to arrange for pickup and disposal of any hazardous wastes found in commercial loads. If the generator fails to do so, the City will arrange proper disposal and invoice the generator for these services.

The City is considered the generator for hazardous waste discovered in the public tipping area when the City cannot identify the generator. The City presumes these wastes are disposed by residents or CESQG and the City manages the wastes as HHW. The Load Check Program disposes of HHW on an average of once per month. City staff may bulk flammable liquid wastes and latex paint wastes in drums for economy of disposal.

During FY 2012-2013, the City disposed of approximately fifteen (15) tons of hazardous waste, including covered electronics and Universal Waste electronic devices, through the Load Check Program. A summary of this information is included in Attachment 1 – Form CalRecycle 303 Report for the City of San Diego FY 2012-2013.

Sharps Kiosk Collection Overview

The City plans to establish home-generated sharps collection services at various City facilities to make it more convenient for City residents to dispose of home-generated sharps. The City plans to install one sharps collection kiosk at Southeastern and Mid-City San Diego Police Station during the first year of this Contract.

The City's HHW Program provides education in addition to HHW management, transportation and disposal services. The City's HHW public education and outreach efforts have focused on directing residents with paint, used motor oil, oil filters, automotive batteries, antifreeze, rechargeable batteries, and compact fluorescent bulbs to private disposal options such as retail take back locations and Certified Oil Collection Centers. The City's public education and outreach efforts will continue to promote these and other disposal opportunities.

C.02 OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers HHW management, transportation and disposal services, in accordance with Section C Scope of Services that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

C.03 PROJECT FUNDING

The City funds its HHW Program through general funds, enterprise funds, and state grant funds. The City receives Used Oil Payment Program (OPP) funds for used motor oil and oil filter collection and disposal.

C.04 CORE REQUIREMENTS AND DELIVERABLES

The Contractor shall provide the City with HHW management, transportation, and disposal services in accordance with the Scope of Services described in this Section C of the RFP. The Contractor's Proposal shall demonstrate how the Contractor will provide the following services: PHHWCF, Door-to-Door Collection, Sharps Mail Back, Recyclable HHW Collection Events, Bulb and Battery Collection Events, Miramar Landfill Load Check Program, and Sharps Kiosk Collection, as described below.

C.04.1 PHHWCF

The Contractor shall provide a detailed Proposal on all aspects of operating the PHHWCF. The Contractor shall use Attachment 2 - PHHWCF Site Map and Attachment 3 - Floor Plan/Location of Hazardous Materials to identify the proposed site setup including waste collection areas, traffic flow, locations for safety equipment, personnel to conduct survey, participant screening, hazardous waste handling area (hot zone), unloading, collection, segregation, packaging, bulking, testing, storage, and truck loading areas. The Contractor shall list equipment and materials included in the fixed PHHWCF mobilization rates. The Contractor shall perform the PHHWCF services in accordance with the proposed operational lay-out as approved by the City.

The Contractor shall provide all aspects of the operation of the PHHWCF including, but not limited to, mobilization, site security, traffic and survey activities, waste collection, identification, segregations, testing, packaging (including PaintCare-provided materials as applicable), storage, removal, transportation, disposal, and demobilization. The Contractor shall ensure all waste is appropriately packaged, stored, loaded, and transported offsite, in accordance with the permits governing PHHWCF operations prior to the conclusion of each operation day. The Contractor shall assist the City in obtaining any necessary permits for PHHWCF.

In the event that the Contractor is an approved PaintCare Product Stewardship Program contractor for Architectural Paints collection, transportation, and recycling/disposal, and the City notifies the Contractor that the City has executed a Letter of Authorization to

participate in the existing PaintCare Product Stewardship Program, Section C.04.7 of this RFP shall apply to the Contractor's performance of services for the PHHWCF.

C.04.1.1 Notice of Change of Operation

The City reserves the right to increase or decrease the number of days of operation, hours of operation, and change the types of HHW collected with sixty (60) calendar days prior written notification to the Contractor.

C.04.1.2 Participant Screening and Survey

The Contractor shall accept HHW at the PHHWCF on an appointment basis. The Contractor shall verify City residents' and eligible non-City residents' residency prior to providing service.

For residents or eligible non-residents without appointments at the PHHWCF, the Contractor shall determine service eligibility and record the individual's name, address, zip code, telephone number, and description of HHW on a City-provided drop-in roster. The Contractor shall submit the drop-in roster to the City at the end of each operation day.

The Contractor shall conduct survey and record City-required information from each participant on City provided survey form. The Contractor shall submit the survey forms to the City at the end of each operation day.

C.04.1.3 HHW Storage

See Attachment 3 – Floor Plan/Location of Hazardous Materials which shows the maximum onsite hazardous waste storage limits currently approved by the City Fire Department for all hazardous wastes. The Contractor shall comply with all storage requirements and limitations.

The Contractor's Project Manager shall monitor the quantities of the following HHW stored onsite and schedule the pickup, transportation, and disposal of these HHW to ensure the following storage limitations are not exceeded:

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

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

C.04.1.4 HHW Shipment

The Contractor shall ship full HHW containers weekly from the PHHWCF. If the Contractor schedules HHW shipment or delivery of supplies and materials from

Monday through Friday, the Contractor shall notify the City at least two (2) business days prior to the date of shipment or delivery. The Contractor shall not schedule HHW shipments or materials and supplies deliveries to the PHHWCF on Sundays.

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

The Contractor shall consolidate all HHW transported to the PHHWCF from THHWCF, Bulb and Battery Collection Events, Door-to-Door service, Miramar Landfill Load Check Program, and Sharps Kiosk service with other HHW collected during the PHHWCF hours of operation.

C.04.1.5 Electronic Waste

The Contractor shall not accept electronic waste at the PHHWCF. The Contractor shall refer residents with electronic waste to the Miramar Recycling Center located next to the PHHWCF.

C.04.1.6 Acceptance of Loads for Cost Recovery

The PHHWCF occasionally receives hazardous wastes that are accepted on a cost recovery basis (e.g. business or non-City loads). The Contractor shall provide staff during the PHHWCF hours of operation to segregate the hazardous wastes, provide an inventory, and stage the hazardous wastes for photographic documentation to determine the estimated cost for disposal.

C.04.1.7 Site Maintenance

1) The Contractor shall schedule a minimum of semi-annual (2 times/year) interior and exterior cleanings of chemical storage lockers at no additional costs to the City.

2) The PHHWCF has underground landfill gas collection system and monitoring wells. Potentially explosive landfill gas may be present in enclosed areas such as vault boxes, storm drains, and trenches. The Contractor shall ensure ignition sources, including cigarettes, are not near these areas.

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

C.04.1.8 Inspections

The Contractor shall inspect and maintain the PHHWCF in compliance with Permit-by-Rule (PBR) requirements and the requirements of any Contract resulting from this RFP including but not limited to:

1) The Contractor shall perform weekly inspection of the interior and exterior of chemical storage buildings, and secondary containment areas for spilled and leaked HHW. The Contractor shall remove spilled HHW in a timely manner.

2) The Contractor shall perform weekly inspection of emergency spill response equipment and fire extinguishers. The Contractor shall complete each fire extinguisher OSHA tag monthly. The Contractor shall ensure emergency spill response equipment and fire extinguishers are in proper working order.

3) The Contractor shall perform inspection of forklifts, trucks and other equipment prior to each operation day. The Contractor shall ensure safe operations of forklifts, trucks and other equipment to prevent injury and damage to the staff, public, PHHWCF buildings, grounds, driveways, and fence.

4) The Contractor shall perform inspection of emergency shower and eye wash station prior to each day of operation.

5) The Contractor shall maintain aisle ways for emergency response.

6) The Contractor shall clean up trash and absorbent materials by the end of each day of operation.

7) The Contractor shall lock all gates and buildings at the close of each day of operation.

8) The Contractor shall ensure that HHW, equipment, and materials are properly stored in designated locations and secure against inclement weather including, but not limited to, rain and wind.

C.04.1.9 Ground Lease

The PHHWCF is located on land leased by the City from the U.S. Department of the Navy pursuant to the Ground Lease. Any Contract resulting from this RFP is subject to the terms and conditions of the Ground Lease. The Contractor shall comply with all terms and conditions of the Ground Lease applicable to the Contractor and its operations. The Ground Lease is attached hereto as Attachment 6.

C.04.2 DOOR-TO-DOOR SERVICES

The Contractor shall submit a plan to provide Door-to-Door service including the days of operation, personnel assigned, waste packaging, transportation procedures, and sample

Door-to-Door service receipts. The Contractor shall perform the Door-to-Door services in accordance with the proposed plan, as approved by the City.

The City will screen requests for Door-to-Door service, determine eligibility, collect waste inventory information, and provide a control number to the Contractor authorizing this service. The Contractor shall pick up the HHW within ten (10) business days of notification by the City.

The Contractor shall have the ability to collect and transport home-generated sharps and pharmaceuticals excluding Scheduled Drugs listed in the Controlled Substance Act (21 USC sec. 801, et seq.). The Contractor shall consolidate the HHW from Door-to-Door services with other HHW collected during the PHHWCF hours of operation.

The Contractor shall contact the City for guidance when any unusual conditions are encountered when providing Door-to-Door services. Unusual conditions include, but are not limited to, differences in HHW types or volumes from those listed on the City provided Door-to-Door inventory form, business waste, and unacceptable waste, as specified in Section C.06.

The Contractor shall provide the City on the day of Door-to-Door pickups with the following:

1) Inventory of the HHW collected from each Door-to-Door pickup.

2) Door-to-Door service receipt(s) signed by the resident(s).

3) City's Door-to-Door collection log.

4) Any other Door-to-Door paperwork required by the City.

The Contractor shall provide Door-to-Door services to residents affected by a state of emergency including but not limited to fire, flood, and earthquake, upon request by the City and at the City's discretion.

C.04.2.1 <u>Sharps Mail Back Service</u>

The Contractor shall provide a detailed proposal on Sharps Mail Back service to include procedures for requesting sharps mail back containers, disposal method, and tracking method for returned containers.

The City will screen requests for Sharp Mail Back service, determine eligibility, and provide the qualifying resident's name, address, and the size of sharps mail back container to the Contractor.

As part of the Sharps Mail Back service, The Contractor shall:

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

2) Provide sharps mail back container shipment date to the City within five (5) business days of the mail back shipment date.

C.04.3 RECYCLABLE HHW COLLECTION EVENTS (THHWCF)

The Contractor shall provide a detailed Proposal on all aspects of operating THHWCF. The Contractor shall use Attachment 4 - Sample Site Layout for Recyclable HHW Collection Event to show their proposed site setup, survey area, participant screening area, waste collection areas, traffic flow, and equipment staging area. The Contractor shall provide a detailed map showing the hazardous waste handling area (hot zone) including unloading, collection, segregation, packaging, bulking, testing, and loading areas. The Contractor shall list the equipment and materials included in the fixed THHWCF mobilization rate.

The Contractor shall operate and manage all aspects of THHWCFs including, but not limited to, providing all personnel, mobilization, security, traffic and survey activities, waste collection, identification segregation, testing, packaging (including PaintCare-provided materials as applicable), storage, removal, transportation, and demobilization. The Contractor shall operate and manage all aspects of THHWCF in accordance with the permits and property use agreements issued to the City for THHWCF.

The Contractor shall ensure all HHW is appropriately packaged and transported to the Contractor's Treatment, Storage, and Disposal Facilities (TSDF) or the PHHWCF if required by the City at the end of each THHWCF.

In the event that the Contractor is an approved PaintCare Product Stewardship Program contractor for Architectural Paint collection, transportation, and recycling/disposal, and the City notifies the Contractor that the City has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program, Section C.04.7 of this RFP shall apply to the Contractor's performance of services for the THHWCF.

C.04.3.1 Notice of Change of Operation

The City reserves the right to increase or decrease the number of events, change the day of the week upon which they occur, add or delete HHW to the list of HHW accepted at THHWCF with a sixty (60) calendar days prior written notification to the Contractor. The parties agree to negotiate in good faith pricing adjustments requested as a result of these additions and/or deletions and, upon the City's request, the Contractor shall provide the City with documentation supporting such adjusted pricing.

C.04.3.2 Participant Survey

The Contractor shall conduct survey and record City required information from each participant on a City-provided survey form. The Contractor shall submit the completed survey forms to the City at the end of each event.

C.04.3.3 HHW Shipment

At the City's discretion, the Contractor shall transport the Universal Waste and other HHW collected at THHWCF to the PHHWCF in lieu of having HHW transported directly to the Contractor's TSDF; especially in situations where HHW other than used motor oil, oil filters, antifreeze, vehicle batteries, and contaminated oil are accepted, for safety reasons or pursuant to other City policies.

C.04.3.4 THHWCF Site Setup

The Contractor shall assist the City in obtaining the necessary permits for THHWCF. Prior to every THHWCF, the Contractor shall conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required, to include a detailed layout of the revised waste collection areas and traffic pattern.

C.04.3.5 Conditionally Exempt Small Quantity Generators (CESQG)

The Contractor shall not accept CESQG waste at Recyclable HHW Collection Events.

C.04.4 BULB AND BATTERY COLLECTION EVENTS

The Contractor shall operate the Bulb and Battery Collection Events in conjunction with the City's Solid Waste Community Clean-up Events or as a standalone event. The City will determine and request the number of hourly-paid staff and the type of vehicles needed for each event based on historical data for each location. The Contractor shall provide all requested staff and vehicles. The Contractor shall perform traffic control, waste collection, identification, segregation, testing, packaging, storage, removal, and transportation needed to operate the Bulb and Battery Collection Events. The Contractor shall operate the Bulb and Battery Collection Events in accordance with the permits and property use agreements issued to the City for Bulb and Battery Events.

C.04.4.2 Anticipated Days and Hours of Operation

The City will hold the Bulb and Battery Collection Events between Monday and Saturday for City residents. Each event will be open to City residents for five (5) hours between 8:00 a.m. to 3:00 p.m. The City reserves the right to increase or decrease the number of hours of operation with thirty (30) days prior written notification to the Contractor.

C.04.4.4 HHW Acceptance and Shipment

The Contractor shall accept lead-acid batteries, various household batteries (including but not limited to lithium, nickel-cadmium, mercury, metal hydride rechargeable batteries, and alkaline batteries) and fluorescent bulbs from City residents at these events.

The Contractor shall ensure all HHW collected at these events is appropriately packaged and transported to the Contractor's Treatment, Storage, and Disposal Facilities (TSDF) or the PHHWCF if required by the City at the conclusion of each event.

The City reserves the right to add or delete recyclable HHW to the list of HHW the Contractor shall accept at the Bulb and Battery Collection Events.

C.04.4.5 Bulb and Battery Collection Event Site Setup

The Contractor shall assist the City in obtaining the necessary permits for Bulb and Battery Collection Events. Prior to every event, the Contractor shall conduct site visits with City staff and verify suitability of existing site setup maps, recommend changes to improve operations, and provide revised site setup maps, if required by the City, to include a detailed layout of the revised waste collection areas and traffic pattern.

C.04.4.6 Conditionally Exempt Small Quantity Generators (CESQG)

The Contractor shall not accept CESQG waste at Bulb and Battery Collection Events.

C.04.5 MIRAMAR LANDFILL LOAD CHECK PROGRAM

The Contractor shall provide a detailed Proposal for all aspects of the transportation and disposal services for the Miramar Landfill Load Check Program. The Contractor shall perform the Miramar Landfill Load Check Program services in accordance with the proposed plan, as approved by the City.

In the event that the Contractor is an approved PaintCare Product Stewardship Program contractor for Architectural Paint collection, transportation, and recycling/disposal, and the City notifies the Contractor that the City has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program, Section C.04.7 of this RFP shall apply to the Contractor's performance of services for the Miramar Landfill Load Check Program. City staff is responsible for packaging the HHW generated by the Miramar Landfill Load Check Program. Upon request by the City, the Contractor shall provide City staff with PaintCare-provided materials for the purpose of packaging any acceptable paint products under the existing PaintCare Product Stewardship Program, which are encountered by City staff through the Miramar Landfill Load Check Program.

The Contractor shall pick up the HHW generated by the Load Check Program and transport them to licensed TSDF approximately once per month. The City may increase the HHW pickup frequency as necessary or may request a pickup within foty-eight (48) hours for those hazardous wastes that the City does not have a permit to store on-site or deems a potential safety hazard. The Contractor shall pick up and transport the HHW generated by the Load Check Program at increased frequencies when directed by the City.

The Contractor shall pick up HHW within ten (10) business days from the day of the request from City staff. The Contractor shall provide a date and time for the pickup within three (3) business days from the day of request by City staff. The Contractor shall provide notice to City staff forty-eight (48) hours prior to the scheduled pickup of any change to the scheduled pickup time. The Contractor shall describe in detail any procedures or requirements specific to accepting hazardous waste packaged by City staff including, but not limited to, a contingency plan in case of emergencies and a plan for proper transportation and disposal of the HHW to a properly permitted facility.

C.04.5.2 Waste Collection and Transportation

The Contractor shall identify any limitations on the Contractor's ability to load, transport, or make arrangements for disposal of hazardous waste.

The City reserves the right to transfer small amounts of oil, oil filters, antifreeze, vehicle batteries and other HHW from the Load Check Program to the PHHWCF.

C.04.5.3 Technical Assistance

Upon award of the Contract, and at no additional cost to the City, the Contractor shall provide initial and annual training to City staff on packaging requirements to ensure the City's conformance with Contractor's or TSDF waste acceptance criteria.

The Contractor shall provide, at no additional cost to the City, technical assistance to City staff, as required by the City, in determining proper shipping name, identification number, hazard class, packing group and any special packaging requirements.

The Contractor shall review all inventory sheets for shipments of hazardous waste prior to pickup to ensure accuracy and compliance with all transportation regulations and TSDF acceptance criteria. The Contractor shall contact the City and confirm that the wastes listed on the inventory sheets meet all transportation regulations, Contractor's requirements, and TSDF acceptance criteria. If corrections are necessary, the Contractor shall notify the City so City staff can make the necessary corrections prior to waste pickup.

C.04.5.4 Hazardous Waste Labels and Forms

The Contractor shall provide pre-printed hazardous waste labels for labeling stored containers of hazardous wastes generated by the Load Check Program, at no additional cost to the City. The generator information that is pre-printed on the labels provided by the Contractor shall be specific to the Miramar Landfill Load Check Program.

The Contractor shall provide the Load Check Program with inventory forms for lab-packed wastes, at no additional cost to the City. The Contractor may provide the inventory forms in electronic format.

C.04.6 SHARPS KIOSK COLLECTION

The Contractor shall provide a detailed Proposal for collection, transportation, management and disposal of home-generated sharps received at sharps collection kiosks at various City Facilities. The Contractor shall perform the Sharps Kiosk Collection services in accordance with the proposed plan, as approved by the City.
The PHWWCF's home-generated sharps consolidation point application allows consolidation of home-generated sharps that are collected from sharps kiosks. The Contractor may propose the collection, transportation and disposal of home-generated sharps to a facility permitted and licensed to manage sharps, or may propose the collection and transportation of home-generated sharps to the PHHWCF for consolidation. The Contractor shall provide Sharps Kiosk Collection services during the City Facility's business hours. The City and the Contractor shall establish mutually agreeable service hours prior to implementation of sharps kiosk collection.

The Contractor shall provide the City disposal documents such as bill-of-lading or hazardous waste manifests on the day of the Sharps Kiosk Collection service.

The Contractor shall provide the City with the following within ten (10) business days of the collection and disposal of home-generated sharps from each sharps kiosk:

1) The weight of sharps (in pounds) collected at each kiosk

2) Any additional reporting required by State or Federal agencies, or as determined by the City.

The City reserves the right to increase or decrease the number of sharps kiosks with sixty (60) calendar days prior written notification to the Contractor. Contractor shall perform collection, transportation, management and disposal of home-generated sharps received at these additional sharps collection kiosks.

The Contractor shall assist the City in obtaining the necessary permits for Sharps Kiosks Collection.

C.04.7 PAINTCARE PRODUCT STEWARDSHIP PROGRAM PARTICIPATION

The following shall apply in the event that the Contractor is an approved PaintCare Product Stewardship Program contractor for Architectural Paints collection, transportation, and recycling/disposal and the City notifies the Contractor that the City has executed a Letter of Authorization to participate in the existing PaintCare Product Stewardship Program:

1) The Contractor shall provide a paint management plan to the City that describes the coordination and implementation of a separate collection program at the PHHWCF, THHWCF, and Miramar Load Check Program utilizing the existing PaintCare Product Stewardship Program, for all acceptable products covered by the PaintCare Program.

2) The Contractor shall provide all necessary labor, packaging, labeling, collection, transportation, disposal, tracking and recordkeeping under the terms of this RFP while performing the Scope of Services for the PHHWCF, THHWCF, and Miramar Landfill Load Check Program through participation in the existing PaintCare Product Stewardship Program..

3) Upon request by the City, the Contractor shall provide PaintCare-provided packaging to the City for its use by City staff to package acceptable paint products encountered through the Miramar Landfill Load Check Program.

4) The Contractor shall not invoice the City with respect to the Scope of Services for the PHHWCF, THHWCF, and Miramar Landfill Load Check Program that constitute covered costs through the existing PaintCare Product Stewardship Program. However, the Contractor shall provide the City with written documentation of the quantity and types of Architectural Paints shipped that the Contractor has managed under any Contract resulting from this RFP through the Contractor' participation in the existing PaintCare Product Stewardship Program.

C.04.8 Permit-by Rules (PBR) Plans, Procedures, and Documentation

The Contractor shall submit generic operations plan, contingency plan, waste acceptance procedures, bulking procedures, waste testing procedures, Health and Safety Plan, and Illness and Injury Prevention Plan for the PHHWCF.

The Contractor shall prepare and submit regulatory required plans, procedures, and documentation for each of the HHW services covered by this RFP as specified in Table 2 – Plans, Procedures, and Documentation to the City within thirty (30) calendar days of Contract award.

Table 2
Plans, Procedures, and Documentation

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

Footnote: N/A – Not Applicable to this activity

Upon Contract award, the Contractor shall prepare the written plans and documents required by Permit-by-Rule (PBR) regulations and/or OSHA regulations, including site specific information. The Contractor shall revise the plans prior to changes in operations, and shall have copies of the plans available at the PHHWCF and THHWCF, during the hours of operation for PHHWCF and THHWCF, and for regulatory agency inspections. The Contractor shall perform the services under the Contract in accordance with the approved plans.

The City reserves the right to review one or more of the plans for completeness and accuracy. The Contractor shall provide the following required plans and procedures:

1) Operations Plan including Door-to-Door service;

2) Contingency and Emergency Response Plan;

3) Waste Analysis Plan, which includes:

   a. A procedure outlining how the Contractor shall sort and segregate HHW into appropriate waste profile categories, identify unknown HHW, and screen for radioactive and explosive wastes.

   b. A procedure outlining how the Contractor shall screen and test for unacceptable HHW or contaminated used oil and antifreeze.

   c. All the forms used to inventory HHW for lap-packs;

4) Bulking Procedures (for used oil and antifreeze, and any other HHW that the Contractor proposes to bulk), which includes:

   a. Procedures to ensure used oil and antifreeze collected and bulked at the PHHWCF and THHWCF do not become contaminated with other HHW. Note: For any oil or antifreeze that becomes contaminated due to the Contractor's bulking activities, the Contractor shall be responsible for the cost difference between the disposal of the contaminated oil/antifreeze and the cost of disposal of the same volume/container of uncontaminated oil/antifreeze.

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

5) Contingency Plan for Unacceptable HHW including other HHW not listed in the Form CalRecycle 303 Report (Attachment 1), including medical waste, ammunition and explosives, asbestos, biohazardous wastes, radioactive wastes, unacceptable and unidentified compressed gas cylinders, and business generated hazardous waste;

6) Storm Water Pollution Prevention Plan;

7) Health and Safety Plan;

8) Illness and Injury Prevention Plan (IIPP) that includes a description of the Contractor's procedures for individual exposure monitoring at the PHHWCF and THHWCF or studies conducted to evaluate individual exposure at similar operations;

9) Training requirements and records that outline the required training per job assignment at the PHHWCF and THHWCF, and verification that Contractor staff assigned to these positions has completed the required training; and

10) Waste Management Plan.

C.4.09 Waste Management Documentation

The Contractor shall comply with the requirements in this section for each of the documents described in Table 3 – Required Waste Management Documents.

Table 3
Required Waste Management Documents

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

Footnote: N/A – Not Applicable to this activity

At no additional cost to the City, the Contractor shall prepare and keep current waste profiles for all hazardous waste collected through the activities covered under any Contract resulting from this RFP. In the event that hazardous waste is collected and has not been profiled, the Contractor shall be responsible for preparing a profile for that particular hazardous waste at the time of collection. The Contractor shall provide a copy of each hazardous waste profile to the City for review and approval.

The Contractor shall accurately complete all shipping papers including manifest forms, land disposal restriction (LDR) notification forms, and bills-of-lading. The City will designate staff to review and sign all shipping papers for the City. On the day of shipment, the Contractor shall provide to the City "Generator" copies of the manifests, LDR's, and copies of any bills-of-lading, at no additional costs to the City. The Contractor shall make legible copies of shipping documents as requested by the City using a City-furnished copier and paper.

The Contractor shall complete any supplemental paperwork, such as waste inventory sheets and shall provide copies to the City, upon request.

C.05 EQUIPMENT AND MATERIALS

The Contractor shall provide all equipment, vehicles, and materials for performing all the services covered under any Contract resulting from this RFP, unless designated as the City's responsibility in Section C.08 City Responsibilities. If the City identifies needed equipment and materials not listed in the Proposal and requests the Contractor to provide said equipment and materials the Contractor shall provide them at no additional cost.

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

The Contractor shall monitor and ensure all equipment and materials supplied by the Contractor or its subcontractors are maintained as required and are in operational order at all times, at no additional cost to the City. The Contractor shall repair or replace damaged or malfunctioning equipment or materials as soon as possible. The Contractor shall immediately repair or replace, or immediately contract for repair or replacement of, any equipment or material that is damaged or malfunctioning during PHHWCF or THHWCF operations.

C.05.1 Safety Cones

PHHWCF

The Contractor shall ensure that an adequate quantity of orange safety cones exists at the PHHWCF to fully control traffic movement throughout the entire site and ensure the safety of all workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall replace damaged, blackened, or faded cones on an as-needed basis, or as determined by the City. The Contractor shall replace all safety cones at the PHHWCF at least once during the term of the Contract,

at no additional cost to the City. Safety cones must be eighteen (18) inches in height or taller. All safety cones at the PHHWCF are property of the City.

THHWCF and Bulb and Battery Collection Events

The Contractor shall ensure that an adequate quantity of orange safety cones exists at the THHWCF and Bulb and Battery Collection Events to fully control traffic movement throughout the entire site and ensure the safety of all event participants and workers performing the activities covered under any Contract resulting from this RFP. The Contractor shall not use damaged, blackened, or faded cones.

C.05.2 Permit-by-Rule Signs

PHHWCF

The Contractor shall provide all Permit-by-Rule signs in accordance to California Code of Regulations, Title 22, Section 67450.4(d)(8) and Section 67450.25(a)(4). Based on the dimensions of the PHHWCF, there are eight (8) locations around the fence of the PHHWCF that the City anticipates will require posting of a Permit-by-Rule sign. All Permit-by-Rule signs must be legible from a minimum distance of twenty-five (25) feet.

The Contractor shall replace all Permit-by-Rule signs that are damaged, faded, or no longer legible from a minimum distance of twenty-five (25) feet as specified in the California Code of Regulations, Title 22, Chapter 45, Article 1, Section 67450.4(d)(8)(B). The Contractor shall provide any additional signs required by the regulatory agencies, at no additional cost to the City.

The Contractor shall provide separate English and Spanish versions of Permit-by-Rule signs, or provide Permit-by-Rule signs written in both English and Spanish. The City must approve all Permit-by-Rule signs and any signs required by regulatory agencies prior to the placement of the signs at the PHHWCF.

All Permit-by-Rule Signs at the PHHWCF are the property of the City.

THHWCF

The Contractor shall provide all Permit-by-Rule signs in accordance to California Code of Regulation, Title 22, Section 67450.4 (d). The Contractor shall provide separate English and Spanish versions of Permit-by-Rule signs, or provide Permit-by-Rule signs written in both English and Spanish.

C.05.3 Hot Zone

The Contractor shall ensure the hot zone and chemical bulking areas are covered with a layer of six (6) mil poly sheeting prior to each of day of operations at the PHWWCF

and THHWCF, at no additional cost to the City. The Contractor shall immediately tape or replace cut or missing sections of poly sheeting.

The Contractor shall replace all PHHWCF poly sheeting at least once per month, or more frequently as determined by the City and the Contractor's Project Manager, at no additional cost to the City.

The Contractor shall delineate the perimeter of the THHWCF hot zone with a physical barrier in accordance with California Code of Regulations, Title 22, Section 67450.4(d)

C.05.4 Contractor Work Attire

The Contractor shall furnish personnel who have contact with the public, including but not limited to staff responsible for appointments or drop-in screening, surveying, unloading, and traffic control, with some type of readily visible identification that includes the name of the Contractor's company. This requirement applies to all personnel that have contact with the public even as a temporary assignment such as coverage for rest breaks. The Contractor shall immediately replace any dirty, stained, faded, or damaged clothing including outerwear such as safety vests.

C.05.5 Trash Bins

The Contractor shall line each roll-off bin used for trash accumulation with six (6) mil poly sheeting at PHHWCF and THHWCF, at no additional cost to the City. The poly liner shall include a sufficient amount of additional poly liner to allow for the refuse to be "burrito wrapped" to prevent rainwater intrusion.

C.05.6 Keys

The Contractor shall not duplicate such keys, except by the City locksmith. The Contractor shall report lost keys immediately to the City.

C.05.7 Other Equipment

The Contractor shall provide weather protection for bulking activities at the PHHWCF during inclement weather, which cannot be conducted under the overhang of the permanent canopy. The Contractor shall provide all supplies and equipment required to conduct surveys, excluding forms.

Upon the City's request and at no additional cost to the City, the Contractor shall provide all necessary canopies or other weather protection for operations that may be impacted by inclement weather.

C.05.8 City Equipment

The Contractor shall be responsible for repairing or replacing any City-owned or City-supplied property that is damaged by the Contractor or the Contractor's subcontractor(s). The Contractor shall immediately inform the City of any such property damage. The Contractor shall not perform any repairs until the damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

C.05.9 City Option for Materials

The City reserves the right to provide all materials required to containerize HHW accepted through the HHW Program including, but not limited to, drums, drum liners, cubic yard boxes, absorbent materials, labels, markings, and any other packaging material. Upon the City's direction and at the City's discretion, the Contractor shall not provide the materials required to containerize HHW accepted through the HHW Program.

C.06 UNACCEPTABLE WASTE

The Contractor shall not accept ammunition, marine flares, explosives, asbestos wastes, contaminated soil, infectious or biohazardous wastes, radioactive materials, polychlorinated biphenyls (PCB's), or unidentified compressed gas cylinders. The Contractor shall not accept hazardous waste from CESQG or businesses as part of the HHW Program. Collectively these waste streams are Unacceptable Waste.

The Contractor may accept Unacceptable Waste or any HHW from ineligible participants that is delivered to the PHHWCF and THHWCF if the Contractor determines that safety considerations require accepting such wastes, and the City has provided the Contractor with advance approval to accept such wastes. The Contractor shall follow all applicable federal, state, and local laws and City policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

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

The Contractor shall collect adequate documentation for all accepted unusual wastes, large loads, business waste, and waste from ineligible participants, including but not limited to, accurate contact information, address, and telephone number of the waste generator. Contractor also shall complete a detailed waste inventory and take photographs of the waste.

In the event the Contractor accepts Unacceptable Wastes or wastes from ineligible participants without the advance approval of the City, the Contractor shall be responsible for all costs of managing such waste including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

If safety considerations allow, the Contractor shall refer residents with unacceptable HHW from jurisdictions outside the City to resources (phone numbers) within the resident's jurisdiction. The Contractor shall refer residents using a City-provided list of referral phone numbers for other HHW drop-off locations in other local jurisdictions. The Contractor shall refer City residents to the City's hotline at (858) 694-7000 or to the PHHWCF, as per City policy.

C.07 PERSONNEL

The City has identified the personnel activities as listed in Table 4 – Activities Requiring Staffing for the services covered under any Contract resulting from this RFP.

Table 4
Activities Requiring Staffing by Contractor

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

Footnote: N/A – Not Applicable to this activity

The Contractor shall fill key positions such as Project Manager and Site Manager, and the majority of the personnel used to fulfill its obligations under any Contract resulting from this RFP, with full-time personnel from within the Contractor's organization.

The Contractor shall ensure that personnel assigned to work activities related to any Contract resulting from this RFP are familiar with the City's specific requirements, acceptance policies, and site-specific operation plans. The Contractor shall provide personnel coverage in the event of illness and emergencies.

C.07.1 Personal Protective Equipment and Work Attire

The Contractor shall ensure all personnel are fully clothed in clean, intact, suitable attire for the work assignment in accordance with all regulatory requirements. Personnel assigned by the Contractor to work within designated areas, such as the hazardous waste handling area (hot zone), shall wear appropriate personal protective equipment. Personnel assigned by the Contractor to conduct surveys or traffic control shall wear a full shirt, long pants, closed toe shoes, and a high visibility safety vest.

C.07.2 Customer Service and Interaction

The Contractor's employees and subcontractors shall conduct themselves in a professional and courteous manner at all times. The City's designated representatives may require the Contractor to remove from the work site any employee(s) or subcontracted employee(s) deemed careless, incompetent, or otherwise objectionable for reasonable cause, whose continued employment on the job is considered to be contrary to the best interests of the City.

Contractor and subcontractor personnel shall be prepared to provide attentive customer service at all times. Electronic communication or entertainment devices including but not limited to cell phones, laptop computers, MP3 players, and Ipods shall not be allowed, except for devices used solely for accomplishing work covered under any Contract resulting from this RFP. Exceptions will also be permitted to allow personnel to take brief calls where the individual is being contacted regarding an important family matter or emergency. Personnel may use electronic communication devices on rest periods in a designated rest area separate from event operations, provided the use of the device is not deemed inappropriate or objectionable by the City. The reading of newspapers, magazines or any other activities not directly related to the activities covered under any Contract resulting from this RFP shall be limited to rest periods in a designated rest area.

C.07.3 Staffing Level

The Contractor shall provide the personnel necessary to ensure that Contractor's employees commence the unloading of a customer's waste within fifteen (15) minutes of the customer's arrival at the PHHWCF, THHWCF, and Bulb and Battery Events.
The City reserves the right to negotiate changes to Contractor staffing levels including the use of City staff to provide some or all of the staff assigned to operate the PHHWCF,

THHWCF, or Bulb and Battery Collection Events; provide CESQG service; or to provide some or all traffic and survey staff. The Contractor shall comply with any negotiated changes to the Contractor's staffing levels.

The Contractor shall provide a list of Contractor's staff that will perform services at the PHHWCF or THHWCF, and a description of their assigned duties, to the City a minimum of three (3) business days prior the PHHWCF, THWWCF, and Bulb and Battery Event.

Only trained personnel assigned by the Contractor shall perform the services covered by any Contract resulting from this RFP. The Contractor shall not use volunteer workers for the performance of any Contract resulting from this RFP.

The Contractor shall request City approval at least forty-eight (48) hours in advance of conducting any tours of the PHHWCF.

The Contractor shall provide sufficient personnel required to perform the activities listed in Table 4 – Activities Requiring Staffing, as well as any additional personnel the Contractor deems necessary to meet the requirements of any Contract resulting from this RFP.

C.07.4 Requirements for the Chemist Position at the PHHWCF

Contractor personnel working in the Chemist position at the PHHWCF must segregate, test, and categorize unknown wastes and will be exposed to a wide variety of unknown substances including, but not limited to the following unlabeled wastes previously received at the PHHWCF: oxidizing acids, potassium permanganate, picric acid, formaldehyde, and radioactive wastes. Personnel working in the Chemist position must possess a chemistry degree consisting of classes in both organic and inorganic chemistry and at least three (3) years of experience working in a chemist position at permanent or temporary HHW collection events. Other equivalent combinations of education and experience that fulfill the requirements for this position may be submitted to the City on an individual basis for approval.

C.07.5 Requirements for the Chemist Position at THHWCF

The majority of unknown wastes received at THHWCF are expected to consist of oil or antifreeze mixed with an unknown contaminant. Contractor personnel working in the Chemist position at THHWCF must have sufficient knowledge, training, and experience to properly and safely identify, categorize, and appropriately package a variety of unknown wastes that could be received at THHWCF. Personnel working in the Chemist position must possess a chemistry degree consisting of classes in both organic and inorganic chemistry and at least three (3) years of experience working in a chemist position at PHHWCF or THHWCF. Other equivalent combinations of education and experience that fulfill the requirements for this position may be submitted to the City on an individual basis for approval.

C.07.6 Notice of Change of Personnel

The Contractor shall not change the personnel performing key work functions under this Contract without the prior approval of the City. The Contractor must provide the City with a three (3) business days written notice prior to changing the Project Manager, Site Manager, or any Chemist personnel. The City reserves the right to approve changes for employees performing key work functions including, but not limited to, activities such as site management, segregation, and testing and categorization activities as listed in Table 4 Activities Requiring Staffing. The Contractor shall submit copies of training records to the City that demonstrate the proposed replacement personnel meet the requirements under this Contract to perform the work assignments in mutually agreeable format.

C.08 CITY RESPONSIBILITIES

C.08.1 City Personnel

The City will provide staff to:

a. Administer, monitor and review performance of programs under contract(s);

b. Review invoices and authorize payment;

c. Adjust customer participation limits if needed to remain within budget allocations;

d. Work with Contractor to ensure a smooth transition as new services are implemented;

e. Act in an oversight capacity as Assistant Site Managers at the PHHWCF, THHWCF, and Bulb and Battery Collection Events.

f. Review and sign all shipping documents and related paperwork.

g. Identify, sort, and/or package hazardous waste received through Load Check Program activities;

h. Prepare CalRecycle Form 303 Reports from Contractor's invoice and disposal method information; and

i. Apply for and receive payments awarded by the CalRecycle Used Oil Payment Program. Track expenditures related to the collection and disposal of used oil and oil filters. Maintain documents required by Used Oil Payment Program guidelines and complete online annual report.

The City will maintain records of waste disposal documentation including Door-to-Door service requests and waste receipts.

Some City staff responsibilities may change depending upon the proposals received.

C.08.2 Operating Permits

For services described in this RFP, the City will obtain EPA ID numbers; prepare and submit PHHWCF, THHWCF, and Bulb and Battery Collection Events PBR packages; prepare and submit home-generated sharps consolidation permits; provide the site and execute property use agreements with the property owners for THHWCF and Bulb and Battery Collection Events; complete notifications to local agencies; and publicize City HHW services independent of this RFP.

The City will provide the Contractor with the proposed dates and locations for the THHWCF and Bulb and Battery Collection Events for the Contractor's concurrence. The Contractor shall provide written notification to the City within ten (10) business days of acceptance of dates or scheduling conflicts.

The City will provide the Contractor with copies of EPA ID numbers, property use agreements, and PBR packages for each THHWCF. The City will provide THHWCF site maps and other information to the Contractor, such as hours of operation, which are necessary for event organization.

With assistance from the Contractor, the City will obtain required permits from the County Department of Environmental Health, City Fire Department, Air Pollution Control District, Regional Water Quality Control Board, and complete PBR packages as necessary.

C.08.3 Door-to-Door Service

The City will assign reference or control numbers for Door-to-Door services and will schedule appointments for the PHHWCF. The City's hotline will track the residents requesting service by requesting the resident's name, address, zip code and other information. The City will review service requests to ensure that the HHW disposal request is from an eligible participant. The City will have designated contact(s) available to answer Contractor's questions related to these services and to provide reauthorization in the event the Contractor encounters unusual conditions.

C.08.4 Equipment and Materials

The City will provide the Contractor with forms to obtain desired or required information from potential participants at PHHWCF and THHWCF, and will collect the forms from the Contractor at the end of each of these events. The City will use these forms to obtain general survey information and to screen for unauthorized and/or ineligible participation and provide feedback to Contractor, as appropriate.

The City has provided site improvements at the PHHWCF including roads, utilities, restroom trailer, operations office within the roofed operations area, chemical storage lockers, and fencing at no cost to the Contractor. The City will provide utilities including electricity, water, septic, and lights.

C.08.5 Trash and Recycling Bins

The City provides bins for the collection and recycling of cardboard received at the PHHWCF. The Allan Company will transport the cardboard bins, once full, to the Miramar Recycling Center upon the City's request.

The City has two (2) 20 cubic-yards roll-off bins for collection of refuse received at the PHHWCF. The City will independently transport refuse collected in these bins and will pay the related tipping fee when the refuse is taken to the Miramar Landfill or alternate City-directed destination.

C.08.5 Keys

The City will provide the Contractor with keys to the PHHWCF perimeter gates, office, and chemical storage lockers.

C.09 WASTE MANAGEMENT PLAN

The Contractor shall submit a Waste Management Plan that provides the following:

1) Detailed description of recycling and disposal methods for each HHW listed in Section B.02.10 and B.02.11.

2) A list of all interim and final recycling facilities and TSDF the Contractor will utilize for each HHW listed in Section B.02.10 and B.02.11.

3) A list of transporters the Contractor will utilize to fulfill the requirements of any Contract resulting from this RFP.

The Contractor shall utilize the recycling and disposal methods, transporters, all interim and final recycling facilities and TSDF in accordance with the Waste Management Plan to fulfill the requirements of any Contract resulting from this RFP, as approved by the City.

It is the City's policy to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The City's disposal method hierarchy is foremost recycle/reuse, neutralization/treatment, fuel incineration, destructive incineration, and then landfill. As new technology develops, the Contractor shall review disposal methods and notify the City of methods that are higher in the City's preference hierarchy so the City may consider such new technology for the purposes of requiring its use at mutually agreeable rates.

The City must approve, in advance, the method of disposal the Contractor shall use for each waste type. The Contractor shall comply with the City-approved method under any Contract resulting from this RFP, unless the Contractor has requested a change in writing and obtained advance written permission from the City to employ a different disposal method. The Contractor shall pay for any disposal costs incurred due to unauthorized disposal methods. The Contractor shall be responsible for any and all liability associated with the use of unauthorized disposal methods. In the event the City pays disposal costs incurred for unauthorized disposal methods, the Contractor shall promptly refund such payments.

The Contractor shall provide written notification to the City at least thirty (30) business days prior to making changes to a disposal method for a waste type. The Contractor shall send said notice to the Contract Manager, or designee, and Department contacts. The City reserves the right to reject any suggested substitute disposal method.

The City reserves the right to divert certain waste streams to alternate facilities as determined and designated by the City Contract Administrator. Waste streams may be diverted by the City to employ a preferred disposal method, to provide greater convenience to the public, or to explore new environmentally preferable disposal technologies. If directed by the City, the Contractor shall transport HHW to these alternate facilities. Responsibility for the cost of transport to these facilities will be negotiated and mutually agreed upon by all parties.

The Contractor shall, within ten (10) business days of notification from the City, submit an updated Waste Management Plan and waste profile(s) to the City for any new Hazardous Waste not listed in Section B.02.10, B.02.11, or B.02.11 for City's review and approval.

C.10 ACCEPTABLE TRANSPORTER AND DISPOSAL/RECYCLING FACILITIES

The Contractor shall disclose if any hazardous material or hazardous waste regulatory agency (including transportation, air, water, storm water or sewer related agency) issued any legal action, and/or notice of violation, fine, or penalty that exceeded $25,000 as a single event or in total over the past three (3) years to any proposed transporter, recycling facility, or TSDF. The Contractor shall provide detailed information on actions taken to remedy the legal action, fine, violation, penalty or other environmental issue, and additional actions taken by the transporters, recycling facilities, and TSDF to ensure continued compliance in the future.

The Contractor shall ensure that all transporters, storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills and all other disposal or recycling facilities used to provide services under any Contract resulting from this RFP is properly licensed and in compliance with all applicable local, state, and federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times.

In performing the Scope of Services, the Contractor shall properly package, label, load, and transport the HHW to a City pre-approved licensed recycling facility or licensed TSDF.

The Contractor shall ensure that all TSDF used by the Contractor to perform services under any Contract resulting from this RFP that are located outside the State of California meet the same or higher regulatory standards for the processing, recycling, and disposal of hazardous waste and for environmental compliance as required by the State of California.

C.10.1 Notification of Change

The Contractor shall provide written notification to the City at least thirty (30) business days prior to making changes to any of the following:

1) Transporter

2) Subcontractor

3) Recycling Facility

4) TSDF

The Contractor shall send said notice to the Contract Manager or designee. The City reserves the right to reject any suggested substitute subcontractor, recycling facility, or TSDF.

The Contractor shall provide an annual updated list of subcontractors, transporters, recycling facilities, TSDF and related information for the City's consideration and approval thirty (30) calendar days prior to the Contract expiration date. The Contractor shall not engage the services of a substitute TSDF under any Contract resulting from this RFP unless the City has given the Contractor prior written approval to engage the substitute TSDF.

C.10.2 Regulatory Compliance

All transporters, recycling facilities and TSDF shall be in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and at all times during the term of any Contract resulting from this RFP. If the available information demonstrates that a TSDF or recycling facility has received regulatory fines totaling over $25,000 in the past 3 years, has a pending environmental compliance action, or another significant environmental compliance concern is observed, the City will request further information and explanation from the Contractor before making a final determination whether the TSDF or recycling facility remains acceptable to the City. During the term of any Contract resulting from this RFP, the Contractor shall notify the City within ten (10) business days of the Contractor's knowledge that any transporter,

recycling facility, or TSDF utilized by the Contractor receives a fine, penalty or other regulatory sanction.

The City will periodically review available information and request regulatory compliance information from the Contractor for any transporter, recycling facility or TSDF listed as a subcontractor under any Contract resulting from this RFP. The Contractor shall provide the City with such information upon the City's request.

The City has the right to reject a transporter, recycling facility or TSDF on the Contractor's approved list if the City determines the entity is no longer in good regulatory standing. The Contractor shall cease utilizing a transporter or shall cease delivering any City HHW to a recycling facility or TSDF if it is determined to be unacceptable by the City. The Contractor shall immediately direct City HHW away from the unacceptable business to a City-approved transporter, recycling facility or TSDF, at no additional cost to the City.

C.11 TRAINING

The Contractor shall ensure that Contractor's personnel performing the Scope of Services under any Contract resulting from this RFP have the requisite training, certifications, registrations, licenses, knowledge, experience, skills, and abilities to properly perform the Scope of Services including, but not limited to, all those required to properly and lawfully collect, identify, sort, package, label, load, store, transport, and dispose or recycle Hazardous Wastes and other wastes.

The Contractor shall ensure that Contractor's personnel performing the Scope of Services under any Contract resulting from this RFP are trained in the safe and proper handling of Hazardous Wastes and are capable of emergency response and cleanup of Hazardous Waste spills in accordance with OSHA, and California Code of Regulations Title 22 mandates.

Upon award of any Contract resulting from this RFP, the Contractor shall thereafter submit updated copies of training records, in mutually agreeable format, for Contractor's PHHWCF staff on a monthly basis and shall submit corresponding records for Contractor's THHWCF and Bulb and Battery Event staff at least three (3) days prior to each event date. The Contractor shall submit training records that identify all PHHWCF, THHWCF, and Bulb and Battery Collection Event work assignments and shall demonstrate that all assigned Contractor personnel meet the regulatory training requirements to perform the designated work assignments. The Contractor shall identify the positions and assignments, if any, that will be staffed by subcontracted personnel.

The Contractor shall include copies of training records or computerized reports that demonstrate all Contractor personnel performing the Scope of Services under any Contract resulting from this RFP meet regulatory training requirements to perform their work assignments.

The Contractor shall provide Contractor personnel training for each of the duties required in the Scope of Services, under any Contract resulting from this RFP. The Contractor shall ensure that all personnel are appropriately trained prior to being assigned to perform any duties under any Contract resulting from this RFP. The Contractor shall provide Contractor personnel refresher training as needed to maintain compliance with all regulatory training requirements, to ensure Contractor personnel can safely and accurately complete assigned job tasks, and to maintain familiarity with City policies as they apply to activities covered under any Contract resulting from this RFP.

C.12 LICENSES

The Contractor shall possess and provide copies of all licenses, permits, certifications, registrations, insurance coverage and other qualifications required by local, state, and federal law to collect, transport, store, and dispose of Hazardous Wastes; accept and fulfill all responsibilities and obligations required by local, state, and federal enforcement agencies as owner and operator of its licensed treatment, storage and disposal facilities (TSDF), if any; and notify the City within ten (10) business days if any of these requirements are not met. The Contractor shall ensure subcontractors are in conformance with these provisions. See "C.08 City Responsibilities" for permits to be obtained by the City.

The Contractor shall comply with all local, state and federal requirements regarding vehicle maintenance, repair, and documentation so that all Contractor vehicles are maintained in proper operating condition and in compliance with all regulatory requirements. The Contractor shall ensure all subcontractors are in compliance with these requirements. The City reserves the right to inspect Contractor and subcontractor vehicle(s) to confirm compliance with applicable transportation regulations or California Vehicle Code requirements. The Contractor shall not ship any HHW if the City determines the Contractor's or subcontractor's vehicle(s) is not in compliance with any applicable transportation regulations or California Vehicle Code requirements.

The Contractor shall notify the City within ten (10) business days if any vehicular licenses, registrations or other qualifications have been revoked, suspended or expired. The Contractor shall ensure subcontractors are in conformances with these provisions

C.13 WARRANTY

[RESERVED]

C.14 SAFETY AND ACCIDENT PREVENTION

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

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

The Contractor shall warrant that any work performed in any location partially or entirely under the Contractor's control be performed in accordance with OSHA requirements. The Contractor shall further warrant that all material and equipment furnished under any Contract resulting from this RFP will conform to and comply with all applicable provisions of OSHA and the regulations and standards thereunder. The Contractor shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of any Contract resulting from this RFP.

Upon direction of the City's Contract Manager or designee, the Contractor shall remove any employee from the work site that the City has deemed to be working in an unsafe manner.

The Contractor shall supply Personal Protective Equipment (PPE) as specified in this RFP, to be properly used by Contractor's employees.

The Contractor shall immediately notify the City of any equipment failure or accident leading to the release of hazardous materials or waste.

C.15 CUSTOMER SERVICE

The Contractor shall provide a customer service program which shall include, but not limited to, the following:

1) One local San Diego phone number with a prefix of 619, 858, and 760 or a toll free number for City customers to contact the Contractor and an in-house Customer Service representative who is assigned to the City.

2) The in-house Customer Service representative shall be knowledgeable and responsive relative to the Contract and customer service issues and available to the City during regular working hours, Monday through Friday, 7:00 a.m. to 5:00 p.m.

3) The City Contract Manager, Department contacts, and Contractor will mutually agree to the content and communication method (telephone, email, fax, letter, meeting) for the various types of services needed as described in this Contract.

4) The Contractor shall use electronic mail and/or telephone for communications between the City and the Contractor related to service requests.

C.15.1 City Hotline Services

The Contractor shall refer City residents requesting HHW disposal services to the City's HHW Program phone number [(858) 694-7000].

C.15.2 Business Waste Referral

The Contractor shall refer customers requesting CESQG and business waste disposal services to appropriate resources available in the San Diego region.

C.16 COOPERATION AND TRANSITION

Kickoff Meeting

The Contractor shall schedule one (1) meeting no later than four (4) weeks from the date of commencement of work. The Contract Manager and/or designee will provide the Contractor with any clarification or feedback in providing the Scope of Services as outlined in this Contract.

Quality Assurance Meetings

The Contractor shall meet at the City's request to discuss Contract performance issues. A quality assurance meeting will be held annually at a minimum, and will be scheduled within ten (10) business days from the date of City's request. At quality assurance meetings, the City's Contract Manager and/or designee will provide the Contractor with feedback, and will note any deficiencies in Contract performance, if any. The Contractor shall correct any deficiencies in Contract performance within thirty (30) calendar days of the quality assurance meeting, unless otherwise directed by the City in writing.

Transition

At the termination or expiration of the Contract, Contractor shall cooperate with the City and any new service provider, for work within the Scope of Services, in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

At the termination or expiration of the Contract, the Contractor shall:

1) Properly package, load, transport, and dispose of all HHW located at the PHHWCF;

2) Inspect, test as needed, remove, package, load, and transport all HHW, liquids, solids, and other debris from chemical building sumps and spill containment pallets located at the PHHWCF;

3) Meet with City staff to identify the City's and Contractor's property and disposition thereof;

4) Inspect PHHWCF facility to identify and correct any damages caused as a result of the Contractor's acts or omissions including, but not limited to, damage to buildings and remediation of any Hazardous Waste releases.

5) Coordinate with City to remove Contractor's equipment and return City-issued keys and City's equipment.

The Contractor is responsible for all costs related to damage to property and remediation of the PHHWCF. The City reserved the right to deduct all costs related to damage to property and remediation of the PHHWCF from the final payment due from the City to the Contractor.

All keys are the property of the City and the Contractor shall return keys upon completion or termination of the Contract. If the Contractor fails to return the keys immediately upon completion or termination of the Contract or if keys are lost, the Contractor shall reimburse the City for the cost of re-keying the locks. Such costs may be retained from the final payment.

C.17 CONTRACTOR'S WORK SITE

City may request an audit and inspect, with full access, Contractor's and subcontractors' facilities, and the Contractor or subcontractor shall not unreasonably deny the City's request. Absent extraordinary circumstances, the Contractor and subcontractors shall grant City access to their facilities, including but not limited to TSDF, recycling facilities, and interim transfer facilities, involved in the performance of this Contract and permission to conduct the audit and inspection, at a mutually-agreed upon time and place, to occur within ten (10) business days of the City's request.

C.18 OPTIONAL SERVICE

The City reserves the right to implement and provide the following programs in the future:

C.18.1 Materials Exchange Program (MEP)

The City may implement a Material Exchange Program as authorized by Permit-by-Rule regulations. The MEP will comply with the regulatory requirements including a written Quality Assurance Plan, waiver of liability, and inventory form for materials reused. Proposers are encouraged to submit plans for implementing a MEP at the PHHWCF.

C.18.2 Conditionally Exempt Small Quantity Generators (CESQG)

The City may implement service for CESQG on a cost recovery basis. The City would collect hazardous waste from CESQG on days and times that the PHHWCF is not open to residents for HHW collection. Proposers are encouraged to submit proposals outlining how the City and Proposer may work together to provide this service.

C.18.3 Inter-Jurisdictional HHW Service Agreement

The City may enter into inter-jurisdictional HHW service agreements with other jurisdictions in San Diego County to provide HHW services to non-City residents at the PHHWCF. Proposers are encouraged to submit plans to screen, survey, and collect HHW from these non-residents.

C.18.4 Sharps Collection Event

The City may hold sharps collection events Citywide. Proposers are encouraged to submit plans to operate sharps-only collection events to include mobilization, security, traffic and survey activities, waste collection, packaging, storage, removal, transportation, and demobilization.

C.18.5 Bulb and Battery Collection Program

The City may set up household battery and fluorescent bulb collection programs at various City facilities including, but not limited to, Library, Park and Recreation Community Center, and Senior Centers. The Proposers are encouraged to submit proposal outlining how the City and the Proposer may work together to provide this service.

C.19 INCURRED EXPENSES

The Contractor shall bear all expenses incurred by the Contractor in participating in this solicitation process, including but not limited to preparing and submitting a Proposal in response to this RFP.

SECTION D

QUALIFICATIONS AND EXPERIENCE

The Contractor shall have a minimum of three (3) years experience managing HHW collection services (events and/or permanent facilities) for both recyclable and non-recyclable HHWs within the State of California. The Contractor shall demonstrate they have managed contract(s) servicing a minimum of 500,000 pounds of HHW per year, excluding E-Waste, in the State of California. The Contractor shall also demonstrate that they are properly equipped to perform the work as specified in this RFP.

The Contractor shall demonstrate that key personnel and account representative(s) have a minimum of three (3) years prior experience servicing accounts of similar type, size, and scope as those described in this RFP.

The Contractor shall demonstrate that the Contractor and subcontractors are in good regulatory standing.

The Contractor and subcontractors shall demonstrate they have all the required licenses, permits, certifications, registrations, training, and any other qualifications required by local, state, and federal law to identify, sort, screen, package, label, load, transport, and dispose of hazardous, regulated and recyclable wastes as required by this RFP.

The Contractor shall demonstrate financial stability through assets, acceptable debt to equity ratio, lines of credit, and levels of insurance. The Contractor shall submit the most recent audited financial statements of the business entity that will enter into the Contract with the City. Such statements must be certified by an officer of the business and accompanied by the opinion of an independent certified public accountant. If audited financial statements are not available, the Contractor shall submit a letter signed by an officer of the Contractor’s bank indicating the Contractor’s financial status in terms of assets, debt and lines of credit.

SECTION E

INSPECTION AND ACCEPTANCE

The City's Contract Manager or designee for the Scope of Services specified herein will be responsible for inspecting and accepting all work, documents, and information received from the Contractor's Contract Administrator.

The Contractor's performance including, but not limited to, services, materials, supplies, vehicles and equipment furnished or utilized in the performance of any Contract resulting from this RFP, and workmanship in the performance of services will be subject to inspection and testing by the City and regulating agencies at all times during the term of the Contract.

The Contractor shall have personnel available for regulatory agency inspections during and outside the PHHWCF's hours of operation. The Contractor shall cooperate with any inspector assigned by the City or regulatory agencies so as to allow said inspectors to determine the Contractor's conformity with the requirements of any Contract resulting from this RFP, the adequacy of the services provided, and conformance with permit and other regulatory conditions. All inspections will be made in such a manner as to not unduly interfere with the Contractor's performance. The Contractor shall work cooperatively with the City to correct any permit or other violations related to the Contractor's performance.

SECTION F

DELIVERIES AND PERFORMANCE

F.01 PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C-Scope of Services for the period of one (1) year beginning on the date specified in the Notice to Proceed, and for up to four (4) additional one (1) year periods if one or more options to renew the Contract are duly exercised by the City, at its sole discretion, in accordance with Section I.05 of this Contract. The Scope of Services shall be provided at the specified location(s) and service hours of operation as specified in Section C.

Delivery shall be made in accordance with the Contract Documents (see Section I.01, "Definitions"). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, and the circumstances are within the control of the Contractor, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, except with respect to Emergency Response Services. But any such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

F.02 QUALITY CONTROL

The Contractor's performance of work and acceptability of personnel, equipment, materials, vehicles, supplies, TSDFs, subcontractors, and efficient and effective means and methods of providing the Scope of Services described in this Contract will be subject to the satisfaction of the City.

Performance standards include, but are not limited to:

1) Arrival at the designated location at the designated time to perform services.

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

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

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

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

6) Availability and delivery of materials as requested by the City.

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

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

9) Notice to the City within ten (10) business days if any transporter, or recycling or disposal facility utilized by this Contract receives a regulatory fine, penalty or other environmental action as described in Section C.11.2.

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

11) Conduct all service activities described in this Contract in a professional manner.

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

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Manager for the services provided under this Contract is the City's Department designee. The Contractor Manager will provide technical oversight of this Contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, duly authorized, and signed by the Purchasing Agent.

G.01 INVOICING AND PAYMENT

Upon award of any Contract resulting from this RFP, the City will designate one (1) Contract Administrator and one (1) Contract Manager for all activities related to the Contract.

For hourly rate charges for labor, equipment, and vehicles, the Contractor shall utilize an established "base" location in San Diego County for mobilization of Contractor's staff, equipment and vehicles. Contractor shall invoice based on that set time designated to travel from the "base" location to any location within the City of San Diego. The Contractor shall apply this agreed upon Portal-to-Portal average time using the "base" location as the start and end point and add the actual time performing the service at the service location to determine the charging time on an invoice.

The Contractor shall mail invoices and supporting documentation to the designated Contract Manager. The Contractor shall submit draft invoices for each of the HHW services covered under this Contract per the following timeframes specified in Table 5 – Billing Submittal Timelines. The invoice may be sent electronically or a paper copy may be sent by mail in duplicate (one copy to be marked "original") to the City. The address should be in the following form:

The City of San Diego
TITLE OF CITY EMPLOYEE (Per Purchase Order)
Environmental Services Department
9601 Ridgehaven Court, Suite 320
San Diego, CA 92123

Table 5
Billing Submittal Timelines

Service Type	PHHWCF, Door-to-Door, Sharps Mail Back, and Sharps Kiosk	Load Check Program	THHWCF and Bulb and Battery Event
Invoice Submittal Frequency	Monthly	Per pickup	Per Event
Invoice Due Date	Due by the 10th of the month following the service month	Due within ten (10) business days following the pickup date	Due within five (5) business days following the event date

Invoices shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and the Contractor shall provide the following information, and adhere to the additional requirements listed below, when invoicing the City for any services rendered under this Contract:

1) Contract and Purchase Order number;

2) Unique traceable invoice number(s);

3) Service component, location, and date or period of service;

4) Complete itemization of all services and associated costs including but not limited to the following when applicable:

   a) Fixed mobilization and labor rates for the PHWWCF, THHWCF, or Bulb and Battery Collection Event;

   b) Number of customers served by the PHWWCF, THHWCF, or Bulb and Battery Collection Event;

   c) Number of pickups for Door-to-Door services and Sharps Kiosk Collection service;

   d) The volume or number of drum size and type for of each waste collected for recycling or disposal;

   e) Expenditure for used motor oil, oil filter, and contaminated motor oil collection and disposal costs;

   f) Quantities of materials delivered; and

g) If applicable, a separate line item for cost plus items, hourly labor and vehicle charges.

5) Date invoice was mailed to the City;

6) All supporting documents to support the charges including, but not limited to, the hazardous waste manifest, bill-of-lading, time sheets for additional labor, receipt for any cost plus items purchased, weigh tickets for wastes disposed of in bulk, or any other expenditure receipt or documentation that supports the invoiced items;

7) HHW tonnage, manifest and bill-of-lading summary;

8) A signature line for the City entity to sign acknowledging receipt of service;

9) Total charges billed at invoice time and date; and

10) Total payments received to date.

11) The City will review the draft invoice and supporting documentation and provide any feedback on any corrections required within ten (10) working days of receipt of the draft invoice. The City will approve the draft invoice within ten (10) working days of receipt of an accurate and complete submittal. The Contractor shall submit the final invoice within ten (10) business days of receipt of the City's approval of the draft invoice package. The final invoice date will start the Net thirty (30) days Payment Terms.

12) A copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period shall be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101.

13) Upon review and approval from the City Department receiving service, invoices shall be forwarded to the City's Comptroller's Office for payment. The approval shall be electronic.

14) The Contractor will submit the draft invoice for June services no later than July 5th and the final invoice(s) for June services no later than July 15th for any services performed under this Contract.

15) Invoices will not exceed the total annual billable amount for the contracted services, materials, equipment, and supplies.

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

17) The City will withhold payment on any disputed invoice or invoice missing the required supporting documentation until all invoice issues are resolved to the City's satisfaction. See Section I, General Contract Clauses for additional information on resolution of disputes.

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

19) The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Manager or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions").

G.02 REVIEW AND APPROVAL OF MATERIALS AND DOCUMENTS

The City and the Contractor agree to expedite their review and approval process for materials and documents such as new or revised forms, waste profiles or modification to the operations and contingency plans required due to changes in regulations or unanticipated changes to the working parameters.

The City will have fifteen (15) business days in which to review and comment on each draft of materials submitted by the Contractor. The Contractor shall anticipate that major revisions may require at least two (2) drafts and one (1) proposed final version, and modifications to existing approved work may require the submittal and City review of at least one (1) draft and one (1) proposed final version.

The City and the Contractor may mutually agree upon a shorter response time when the material is required because of a change in regulations or to expedite implementation of a new service.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.01 AUTHORITY TO ADOPT NEW AMENDMENTS FOR NEW OPERATIONS

As some services desired by the City in this RFP are new operations, the City recognizes that services other than those described in this RFP may be needed. Further, changes in local, State or Federal regulations, laws or ordinances may require the City to implement new services to manage hazardous waste(s) that are not currently included in this RFP. For services not covered by any Contract resulting from this RFP, the City and the Contractor will negotiate amendments to the Contract to describe the new services and operations, and will negotiate mutually agreeable rate(s) for such services.

H.02 CITY RECOGNITION

The Contractor and any subcontractors shall recognize the City as a funding source on all materials or handouts developed for any Contract resulting from this RFP. The Contractor shall obtain the City's approval on materials and handouts including the format, content, and proposed distribution or use prior to printing or production. Any items the Contractor develops as part of a grant awarded to the City shall also recognize the grant agency as a funding source. The City will obtain corresponding grant agency approval for these items, and will apprise the Contractor of requirements and any needed changes.

H.03 CALRECYCLE OIL PAYMENT PROGRAM TERMS AND CONDITIONS

Funding provided by the CalRecycle Used Oil Payment Program is used to fund, in whole or in part, activities covered under this Contract. The Contractor shall comply with the terms and conditions of such grants as applicable to the services provided by Contractor under this Contract. The Contractor may find the terms and conditions of the Oil Payment Program at the following CalRecycle website address:

http://www.calrecycle.ca.gov/UsedOil/LGPayments/4thCycle/Guidelines.pdf

H.04 COMPLIANCE WITH MIRAMAR LANDFILL GROUND LEASE

The Contractor acknowledges and agrees that all Contractor operations and activities at the Miramar Landfill are subject to the 1995 Ground Lease between the City of San Diego and the United States of America Department of the Navy, attached hereto as Exhibit A. The Contractor shall comply with all terms and conditions of the 1995 Ground Lease applicable to Contractor's operations and activities at the Miramar Landfill.

H.05 CONTINGENCY

It is understood by both parties that the major cost component of the HHW Collection and Disposal Program is the disposal of the HHW collected. Both parties also acknowledge that it is difficult to pre-determine the number of people who will participate in the program and the amount of Hazardous Waste which will be collected from each participant. Therefore, the City will develop an estimated budget for HHW services and will track actual and projected expenditures. The City may modify the HHW services (for example, the City may reduce the number of services, suspend services, or provide service via appointments only) in an effort to keep the total expenditures within budget.

If costs unavoidably exceed the budgeted amount, the Contractor shall submit documentation of such excess costs to the City and seek approval of payment of such costs. Examples of unavoidable excess costs include, but are not limited to, additional participation at the PHHWCF or THHWCFs as a result of more than the anticipated number of drop-in customers or unanticipated media promotion, or unusual volumes or types of wastes being received at the PHHWCF, THHWCF, or Load Check Program. Unusual types of HHW may include unacceptable wastes that were accepted with City approval such as compressed gas cylinders, PCB wastes, or reactive wastes. Examples of unusual volumes are containers larger than 15 gallons or loads of HHW exceeding 125 pounds.

The Contractor shall submit invoices and related paperwork to the City so that the program can be monitored, funding can be anticipated, and any service level adjustment(s) can be made on a timely basis, as necessary, to remain within the budgeted amount.

If additional funding is required, and the City duly authorizes such funding, the Contractor may be allotted funds to pay for the unanticipated expenditures.

H.06 CONTRACTOR'S DUTY TO SURRENDER

Upon the expiration or sooner termination of the Contract, the Contractor, at its sole cost and expense, shall remove, and/or relocate its structures and equipment as is designated by City, restore the PHHWCF Site to its original condition, normal wear and tear excepted, and vacate the PHHWCF Site. Should the Contractor neglect to restore the PHHWCF Site to a condition reasonably satisfactory to City, normal wear and tear excepted, City may perform such work or have such work performed, and Contractor shall immediately reimburse City for all direct and indirect costs associated with such work upon receipt of a statement therefore. If the Contractor fails to surrender the PHHWCF Site at the expiration or earlier termination of the Contract, the Contractor shall defend and indemnify City for all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by a succeeding contractor based on or resulting from the Contractor's failure to surrender as required herein.

H.07 CONTRACTOR RECOGNITION

The Contractor will be permitted some recognition in the materials and handouts and on equipment used to provide services contracted as a result of this RFP. However, the City will receive the principal recognition, and the Contractor will comply with Section H.03 and H.11.

H.08 EMPLOYMENT OF CITY STAFF

Any Contract resulting from this RFP may be unilaterally and immediately terminated by the City if the Contractor employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the Mayor in connection with provisions of this RFP or any Contract resulting from this RFP.

H.09 ENCUMBRANCES

The Contractor shall keep the PHHWCF Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with the Contract or the Contractor's occupancy, use, development, operation, or maintenance of the PHHWCF Site. The Contractor shall protect, defend, indemnify, and hold the City harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the PHHWCF Site or Contractor's improvements, structures, materials, or equipment, including without limitation the Contractor's failure or the failure of any subcontractor hired by Contractor to pay any person or persons referred to in Section 3181 of the California Civil Code, or other applicable sections thereof.

H.10 EXCLUSION OF HOUSEHOLD HAZARDOUS WASTES (HHW)

The City reserves the right to exclude any waste stream from management under this Contract for any reason. Examples of wastes the City may exclude are antifreeze, asbestos, cathode ray tubes (CRT) or CRT devices, contaminated soils, fluorescent lights, household batteries, latex paint, used motor oil, oil filters, treated wood, and solvents.

H.11 GRANT CONDITIONS

The Contractor shall comply with the terms and conditions of grants the City receives as applicable to the services provided by the Contractor under this Contract. The Contractor's performance of work and the acceptability of equipment or materials supplied pursuant to any Contract resulting from this RFP will be subject to the satisfaction of agencies awarding grants to the City.

For Contract activities funded by grant awards to the City, the Contractor agrees that the authorized representatives of any agency awarding grants to the City will also have the authority to access, audit, and examine documents in accordance with the grant terms and conditions.

H.12 INCIDENT NOTIFICATION

The Contractor shall report immediately to the designated City representative any incident when:

1. City property was damaged as a result of actions by the Contractor, subcontractors, or customers.

2. The Contractor witnesses or observes damage to City property.

3. An unusual incident occurs, including but not limited to, fire, vehicle accidents, thefts, and personal injury to customers, City, Contractor or subcontractor staff.

4. A spill or release of Hazardous Material or Hazardous Waste occurs.

5. Any condition exists that may pose a safety hazard to persons or property. Examples of safety hazards include, but are not limited to, specific safety hazards such as bulging containers, off gassing from containers, crystals on a container, or general safety hazards such as uneven operating surfaces, traffic control issues, or unusual weather conditions.

H.13 NON-INTERFERENCE AND COMPLIANCE WITH DIRECTIVES

The Contractor shall conduct all operations and activities under this Contract so as not to materially interfere with the City's use, operations, and activities at the Miramar Landfill. The Contractor shall use such routes and follow such procedures while on the Miramar Landfill as directed by the City. The Contractor shall timely comply with all directives of the City and other agencies having regulatory authority over the Miramar Landfill.

H.14 OWNERSHIP OF RESOURCES

The Contractor acknowledges and agrees that it will provide all equipment, supplies, materials, and vehicles for the implementation of this RFP unless otherwise designated in "City Responsibilities."

The Contractor acknowledges and agrees that the City will be the owner of any products, materials, or supplies produced or purchased for implementing the Contract resulting from this RFP. The City, at its sole discretion, may authorize exemptions to this policy, and will provide written verification of any exception. Title to these products, materials, or supplies will pass directly from the Contractor to the City when the City tenders payment for the related invoice.

The Contractor shall store and use these products, materials, and supplies for the duration of the Contract term. The City will designate the disposition of obsolete products, materials and supplies during the Contract term. The requirements in any grant awarded to the City may supersede the City's ownership of materials as well as any rights of the Contractor.

The Contractor shall report to the Contract Administrator or designee, promptly and in reasonable written detail, each notice or claim of patent, trademark, or copyright infringement related to the Contractor's performance under this Contract as soon as the Contractor has notice of such claim.

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties uniquely produced under this Contract shall be the sole and exclusive property of the City. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Contract.

H.15 REPORTING SYSTEM

The City and the Contractor recognize the need for both the City and the Contractor to provide regulatory agencies with information related to activities performed under this Contract as part of mandated reporting. The City will work with these agencies and the Contractor to agree on a reporting and recordkeeping system that communicates the required information while minimizing duplication and confusion from different forms and tracking systems.

H.16 RIGHT OF ENTRY

Subject to the terms, covenants, and conditions of the Miramar Landfill Ground Lease and the Contract, the City hereby grants permission to Contractor, its employees, agents, and subcontractors to enter upon the PHHWCF Site. This permission constitutes a license to the Contractor to use the PHHWCF Site solely and exclusively for purposes of the Contract as described in Section C – Scope of Services. This license also includes a right of reasonable ingress and egress across Miramar Landfill roads and such additional rights reasonably required by the Contractor to perform its obligations under the Contract, all solely and exclusively for purposes of providing the services contemplated under the Contract. The Contractor, its employees, agents, and independent contractors shall have the right to transport across Miramar Landfill roads and across the PHHWCF Site all goods, equipment, and materials necessary to undertake and perform Contractor's obligations under the Contract as described in Section C – Scope of Services. This right of ingress and egress shall be in accordance with all other terms, conditions, restrictions, and limitations in the Contract.

This license is subject to, and shall not unreasonably interfere with, Miramar Landfill operations, previously granted and recorded easements, rights-of-way, permits, licenses, agreements with other City contractors, and other grants of authority. The license is also subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, and easements, and rights-of-way pertaining to the PHHWCF Site, whether or not of record. The Contractor shall obtain all licenses, permits, and agreements from such third parties as may become necessary or be reasonably advisable to allow its use of the PHHWCF Site, relative to any such superior interest. If Contractor's use of the PHHWCF Site is, or becomes inconsistent or incompatible with a preexisting, superior interest, Contractor shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Except as otherwise provided in the Contract, the City may, at all times, enter and inspect the PHHWCF Site.

H.17 SCAVENGING

It is the City's policy that the City is the owner of any wastes received via City- funded HHW collection services. Removal of Hazardous Waste or other wastes for use outside the provisions of any Contract resulting from this RFP or contrary to written City policy will be considered scavenging or theft of City property. The Contractor will ensure that its staff and subcontractors comply with the City's policy of no scavenging. The Contractor agrees to include the City's policy of no scavenging in all subcontractor agreements hereunder.

H.18 SITE SUITABILITY

The Contractor acknowledges that it has visited, inspected, and is familiar with the Miramar Landfill and the PHHWCF Site including, but not limited to, physical conditions of the Miramar Landfill and the PHHWCF Site relevant to the obligations of Contractor under any Contract resulting from this RFP, including but not limited to its surface conditions, roads, utilities, topographical conditions, air and water quality conditions, drainage conditions, and normal and usual Landfill operations.

The Contractor acknowledges it is also familiar with all local and other conditions which may be material to the Contractor's performance of its obligations under the Contract including, but not limited to, transportation, seasons and climate, access, availability, disposal, handling, and storage of materials and equipment, and availability and quality of labor and utilities. The Contractor has received and reviewed all information regarding the Miramar Landfill and the PHHWCF Site which has been provided to the Contractor and/or obtained by Contractor in the course of making its decision to submit a Proposal in response to this RFP. The Contractor agrees the PHHWCF Site is suitable for the Contractor's performance of its obligations under any Contract resulting from this RFP.

H.19 TAXES

The Contractor shall pay, before delinquency, all taxes, assessments, possessory interest taxes, and fees assessed or levied upon the Contractor, including on any structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by the Contractor, or levied by reason of the business or other activities by the Contractor related to the PHHWCF Site, including any fees for licenses or permits.

H.20 TEMPORARY INTERRUPTION OF PHHWCF OPERATIONS

The Contractor acknowledges and agrees that the owner of the property on which the PHHWCF is located is the United States of America, Department of the Navy, and that due to national emergencies or other unforeseen events, a temporary closure of the Miramar Landfill and/or the PHHWCF may be required. During any such closure, all obligations of performance by the Contractor under any Contract resulting from this RFP shall be temporarily suspended until the City notifies the Contractor to resume operations under the Contract.

H.21 THIRD PARTY WASTE ACCEPTANCE

The Contractor understands that the City intends to participate in the Architectural Paint Recovery Program as described in the Public Resources Code Sections 48700-48706 and California Health and Safety Code Sections 25217 - 25217.4. The Contractor shall comply with the requirements of the Architectural Paint Recovery Program and the sorting, storage, labeling, packaging, and other requirements of any architectural paint stewardship plan approved by the Department of Resources Recycling and Recovery which the City decides to participate in.

The Contractor understands that the City shall continue to participate in other manufacturer waste collection programs including, but not limited to, the Thermostat Recycling Corporation program for the collection of all brands of mercury thermostats, and the Rechargeable Battery Corporation program for all brands of rechargeable batteries. The mercury thermostat manufacturer collection program requirements are specified in Article 10.2.2 (commencing with Section 25214.8.10) in Chapter 6.5 of Division 20 of the California Health and Safety Code. The rechargeable battery manufacturer collection program requirements are specified in Chapter 8.4 (commencing with Section 42451), Part 3 of Division 30 of the California Public Resources Code. The Contractor shall continue to comply with the sorting, storage, labeling, packaging and other similar requirements required by these manufacturers' waste collection programs.

The Contractor understands that the City intends to participate in other manufacturer waste collection programs as they become available. The Contractor shall comply with any sorting, storage, labeling, packaging, and other similar requirements of any new manufacturer waste collection program which the City decides to participate in. If the Contractor will incur additional costs under this Contract in complying with any

manufacturer's waste collection program, the Contractor may seek additional compensation, provided that the Contractor must submit documentation satisfactory to the City substantiating the Contractor's request for additional compensation. Thereupon, the City will negotiate with the Contractor to reach mutually agreeable rate(s) for such services.

SECTION I

GENERAL CONTRACT CLAUSES

I.01 Definitions

Addenda – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

Announcement of the Selected Contractor – A written announcement sent to all Contractors that submitted a Proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

APCD is the Air Pollution Control District.

Apparent Successful Proposal or Contractor – The entity that submitted the Proposal best meeting the City's requirements and that will be awarded the Contract, provided that all conditions precedent to Award are fulfilled.

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

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

BAFO – Best and Final Offer.

CalRecycle is the California Department of Resources Recycling and Recovery.

CESQG is the conditionally exempt small quantity generator. It is the description given to small business that generates hazardous waste in quantities that allow them to use HHW collection services as a legal disposal option.

Chemical Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, dumping, injecting, escaping, leaching, or disposing of a Hazardous Material/Hazardous Waste or chemical into the environment as defined by California Health and Safety Code Section 25501(s), 19 California Code of Regulations, 40 Code of Federal Regulations Part 302, and any other applicable regulatory definition.

City is the City of San Diego, a municipal corporation.

Contract – The agreement between the City and the Contractor which consists of the Contract Documents.

Contract Administrator - Contractor's point of contact for matters related to the provision of goods or services by Contractor pursuant to this Contract. The name(s) of the Contract Administrator(s) will be provided after Award. Same as Project Manager.

Contract Documents – The documents as defined in the "Contract Form."

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

Contract Manager – City's designated staff member to oversee technical waste disposal elements and operation of the Contract for all departments, but does not include invoice approval or payment. Invoice review and approval will be the responsibility of the user department's designee**.**

CRT is a cathode ray tube. CRT glass contains lead. Television, non-flat panel computer monitors, and other scientific equipment contain CRTs.

Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code.

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

EPA ID# is an EPA identification number. The Department of Toxic Substance Control (DTSC) assigns a separate EPA ID# to a CESQG, PHHWCF, and a THHWCF to track disposal of hazardous waste generated by these facilities.

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

Ground Lease means the 1995 Ground Lease for the Miramar Landfill entered into between City and the United States of America Department of Navy, attached hereto as Attachment 6 and incorporated herein by reference.

Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the terms of the Contract.

Hazardous Materials, Hazardous Waste - has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder. It further means any waste (or radioactive materials which are source, special nuclear or by-product material

as defined by 42 U.S.C. Section 2011 et seq. and the regulations contained in 10 CFR Part 40) which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a Hazardous Waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (a) the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the regulations contained in 40 CFR Parts 260-281; (b) the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.) and the regulations contained in 40 CFR Parts 761-766; (c) the California Health and Safety Code, Section 25117; (d) the California Public Resources Code, Section 40141; (e) future additional or substitute Applicable Law pertaining to the identification, characterization, treatment, storage, packaging, handling, management, processing, Recycling, sorting, conversion, transport, or Disposal of toxic substances or Hazardous Wastes; and (f) Title 22 California Code of Regulations Section 66261.9.

HHW is Household Hazardous Waste.

HHWTF is the Household Hazardous Waste Transfer Facility. See PHHWCF.

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

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

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

IIPP is an Illness and Injury Prevention Plan.

LDR is a land disposal restriction notification.

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

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

Notice to Proceed – A written notification from the City to the successful Proposer or Contractor stating that there is an award of contract in accordance with the a Proposal or proposal previously submitted, and that effective with receipt the Contractor shall proceed with performance; allows work to start.

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

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

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

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

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

Pharmaceutical and personal care products (PPCPs) are a diverse group of chemicals including, but not limited to, prescription and over-the-counter human drugs, veterinary drugs, diagnostic agents, nutritional supplements, and other consumer products such as fragrances, cosmetics, and sun-screen agents.

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

Project Manager is the contractor's service representative who is responsible for managing the contract with the City.

Price Schedule – Forms issued by the Purchasing Agent in Section B for Contractors to quote Contract Amount.

Procurement Card – City issued credit card.

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

Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

Protest – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

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

Purchasing Agent – The person with authority under the San Diego Charter Section 35 and San Diego Municipal Code Section 22.3202, and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

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

Regulatory Agencies - means all government agencies having jurisdiction over the management, handling, transport, treatment, storage, recycling, and disposal of Hazardous Materials, Hazardous Wastes or regulated wastes.

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

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

Site Manager is the contractor's representative during operations at the PHHWCF and Recyclable HHW collection events. The Site Manager ensures the contractor's employees follow the standard operating procedures, as well as the applicable health and safety plan, and all other requirements.

Solicitation or Request For Proposal – Document inviting prospective Contractors to submit Proposals to provide goods and/or services.

Specifications or Scope of Services – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Section C-Scope of Services.

Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

THHWCF is a Temporary HHW Collection Facility as defined by California Code of Regulations, Section 66270.60 and 67450.4.

Treatment, Storage and Disposal Facilities (TSDF)-means a Hazardous Waste

transfer, treatment, storage or disposal facility that has received, at a minimum, a California Department of Toxic Substances Control permit, or a variance or is otherwise authorized by California law and regulations to receive specific RCRA and/or non-RCRA Hazardous Wastes for Processing, Recycling, alternative fuel, or disposal. If the TSDF is located outside the jurisdiction of California, the agency(ies) with regulatory authority over the TSDF shall have the same or higher standards for the processing, recycling, or disposal of Hazardous Waste as the State of California.

Universal Wastes are hazardous wastes that pose a lower risk to humans and the environment than other hazardous wastes. Universal Wastes include, but are not limited to, CRTs, consumer electronic devices, mercury thermostats, batteries, fluorescent lamps, mercury switches, mercury thermometers, and other mercury containing devices.

I.02 Type of Contract

This is a unit price Contract with quantities to be determined by actual consumption.

I.03 Term of Contract

The term of this Contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

I.04 Notice to Proceed

The Contractor shall not proceed with any performance of services or supply of goods required by this Contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

I.05 Option to Extend Services/Term

The City reserves the option to renew this Contract for up to four (4) additional one (1) year periods under the terms and conditions stated in this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless approved by the City Council by ordinance.

The City may also extend this Contract on a month-to-month basis upon expiration of any Contract or option period under the terms and conditions applicable to the last Contract or option period. If the City extends this Contract on a month-to-month basis, Contractor shall not increase its pricing to exceed the percentage increase applicable to the last option period.

The prices set forth in the Price Schedule pages shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Contract or by Contract amendment. All payments are subject to "Availability of Funds."

I.06 Conflict of Interest

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

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

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

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for all damages sustained as a result of the violation.

I.07 **Holidays**: The City of San Diego observes the following Holidays:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

If a holiday occurs on a Sunday, City offices will close on the following Monday; and if the Holiday is on a Saturday, City offices will be closed on the preceding Friday. City holidays are subject to change and may not be observed by the HHW collection facility.

I.08 Availability of Funds

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

I.09 Insurance

Contractor shall not begin any work under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein and all required endorsements as set forth herein; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) business days prior written notice ten (10) business days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Contract.

The City recognizes that Insurance carriers may only issue certificates of insurance and/or endorsements related to this RFP after the Contract has been awarded. Therefore, within 10 (ten) business days of the notice of award of the Contract, the Contractor will submit to the City all endorsements and certificates of insurance required herein.

9.1 **Types of Insurance**. At all times during the term of this Contract, the Contractor shall maintain insurance coverage as follows**:**

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of two million dollars ($2,000,000) per occurrence and subject to an annual aggregate of four million dollars ($4,000,000) million. Coverage written on a claims made basis must show a retroactive date to the initiation of the

Contract, and include a sixty (60) day extended reporting extension in the event of cancellation or non-renewal. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured versus insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00011290 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of two million ($2,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). The policy shall be endorsed to delete the standard pollution and/or asbestos exclusion and add the hazardous materials/waste transporters endorsement (MCS–90).

Workers' Compensation. For all of the Contractor's employees who are subject to this Contract and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of one million ($1,000,000) of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Commercial Pollution Liability Insurance. Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of Hazardous Wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury and property damage and with a four million dollar ($4,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor’s insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope

of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Contractors Hazardous Transporters Pollution Liability Insurance.

Contractor shall provide at its expense or cause its subcontractor to provide Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of Hazardous Wastes, petroleum products and wastes, toxic materials or substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million ($2,000,000) per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed $25,000 per claim. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) months extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

9.3 **Acceptability of Insurers**. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

Commercial General Liability Insurance Endorsements

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

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

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Commercial Pollution Liability Insurance.

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

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

Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

9.5 **Reservation of Rights.** The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The Contractor will notify the City in writing of the renewal date for the insurance policies required herein ninety (90) calendar days in advance of the renewal date. Upon receipt of this notice, the City will conduct its review and will notify the Contractor of the City's requested changes, if any, within thirty (30) calendar days. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

9.6 **Additional Insurance.** The Contractor may obtain additional insurance not required by this Agreement.

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

Delivery of Insurance Documents. Contractor shall deliver the certificates(s) of insurance and endorsements required above sections to**:**

- Kandace Soto
  Insurance Coordinator
  City of San Diego, Purchasing & Contracting Department
  1200 Third Avenue, Suite 200
  San Diego, CA 92101

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

- Hazardous Materials Management Program Supervisor
  City of San Diego, Environmental Services Department
  9601 Ridgehaven Court, Suite 310
  San Diego, CA 92123-1636

I.10 Criminal Background Screening

The San Diego Police Department may conduct background investigations, of which the scope is determined by the San Diego Police Department, for any individual that may require access to Police facilities. Additionally, the San Diego Police Department may require background investigations, on all contractor employees, when information becomes available that indicates a potential breach in safety or security.

I.11 Governing Law

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

I.12 Legal Requirements

Contractor is subject to all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein. The Contractor's lack of knowledge of any applicable law will in no way be cause for relief from responsibility for compliance therewith. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations (regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract) shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

1. The Contractor and Subcontractors shall abide by and comply with all Health and Safety Codes and Hazardous Waste Control laws per California Code of Regulations Title 22, Division 4.5, and Health and Safety Code, Article 13. The Contractor shall transport all wastes specified in this Contract in a method which prevents releases and is in compliance with all applicable laws including, but not limited to 49 Code of Federal Regulations.

   Any fine or penalty assessed by a Regulatory Agency against the City of San Diego as a result of the Contractor's failure to provide service in the timeframe specified by this Contract shall be borne by the Contractor.

I.13 Changes

1. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general Scope of Services of the Contract. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

3. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or

employees shall be valid unless made in the form of a written change agreed to in writing and signed by duly authorized representatives of the parties.

4. Subcontractors. The Contractor's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Contractor shall list on the Contractors Statement of Subcontractors lists all Subcontractors known to the Contractor at the time this Agreement is entered. If at any time after this Agreement is entered into the Contractor identifies a need for additional Subcontractor Services, the Contractor shall give written notice to the City of the need, at least forty-five (45) calendar days before entering into a contract for such Subcontractor Services. The Contractor's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Contractor may request that the City reduce the forty-five (45) calendar day notice period. The City agrees to consider such requests in good faith.

I.14 Drug-Free Workplace

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Contract by this reference.

I.15 Notices

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:
  Purchasing Agent
  Purchasing & Contracting Department
  1200 Third Avenue, Suite 200
  San Diego CA 92101-4195

  and

  Hazardous Materials Management Program Supervisor
  City of San Diego, Environmental Services Department
  9601 Ridgehaven Court, Suite 320
  San Diego, CA 92123

I.16 Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall defend (with counsel acceptable to the City), indemnify, protect, and hold harmless the City, its elected officials, representatives, agents, officers, and employees (collectively "Indemnified Parties") from and against any and all claims, liability, loss, legal or administrative

proceedings, injuries, damages, payments for injuries to persons or damage to property, natural resource damages, response costs, removal and/or remediation costs, restoration costs, debts, liens, demands, charges, penalties, interest, expense, and costs, including without limitation costs and fees of litigation, (collectively, "Damages") of every nature that arise out of, pertain to, relate to, directly or indirectly, in whole or in part, any performance, services, or goods provided by Contractor under this Contract or to Contractor's failure to comply with any of its obligations under this Contract. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any Damages arising from the sole negligence or sole willful misconduct of the Indemnified Parties.

Without limiting the above indemnification, the Contractor's duty to defend, indemnify, protect and hold harmless the Indemnified Parties herein shall include, but not be limited to, damages arising from or attributable to any Contractor operations, repairs, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, or other plan (regardless of whether undertaken due to governmental directive or action) concerning any Hazardous Materials or Hazardous Waste collected in connection with this Contract. The foregoing is intended to operate to defend, indemnify and hold harmless the Indemnified Parties to the full extent permitted by law for liability pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, other applicable statutes, or common law.

This Section I.16 in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section I.16.

The provisions of Section I.16 shall survive the expiration or earlier termination of any Contract resulting from this RFP and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

I.16.1 United States of America

The Contractor agrees to pay the United States of America the full value for all damages to lands or other property of the United States caused by the Contractor or Contractor's employees, subcontractor's or subcontractor's employees. Contractor shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, lawsuits, judgments and expenses arising out of or from any omission or activity of Contractor in connection with Contractor's operations under this Contract.

I.16.2 Other Jurisdictions

The Contractor agrees to defend, indemnify, protect and hold the County of San Diego (County) and other local jurisdiction or public agencies the City may contract with for the use of the City's PHHWCF, and their respective elected officials, agents, officers, employees, and representatives harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property including, but not

limited to, injury to the City's or Contractor's employees, agents, officers or representatives which arise out of or are in any manner directly or indirectly connected with the work performed under this Contract, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the County or other local jurisdiction or public agency, as the case may be, their respective elected officials, agents, officers or employees. This Section in no way alters, affects or modifies the Contractor's obligations and duties under Section I.09 Insurance herein. The Contractor agrees to pay any and all costs the County or other local jurisdiction or public agency, as the case may be, incurs enforcing the indemnity and defense provisions set forth herein.

I.17 The City of San Diego Restrictions

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered under this Contract, it shall be the responsibility of the Contractor to immediately notify the City in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the City of San Diego.

I.18 Assignment or Transfer

The Contractor shall not assign or transfer any interest or obligations under this Contract, whether by sale of the company or by express assignment, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the Contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the Contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this Section shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

I.19 Availability of Records

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City, and shall make them available for inspection, copying or other reproduction, and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records upon reasonable advance notice at locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made

available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

The Contractor must include this provision in all subcontracts.

I.20 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

a. Neglect of duty;

b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;

c. Theft, vandalism, immoral conduct or any other criminal action;

d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at the City of San Diego; and

e. Criminal convictions.

The Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations.

I.21 Removal of Employees

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit, careless, incompetent, or otherwise objectionable for reasonable cause to perform duties at the discretion of the City of San Diego and the Contractor shall comply with all such requests.

I.22 Supervision

The Contractor shall provide adequate and competent supervision at all times during the performance of the Contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

I.23 Performance Evaluation Meeting

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the Contract and as often as necessary thereafter

for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

I.24 Federal, State and Local Reporting Compliance

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all federal, state and local law reporting requirements.

I.25 Nondiscrimination

25.1 Nondiscrimination in Employment. The Contractor shall comply with the City's Equal Opportunity Contraction Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and http://www.sandiego.gov/eoc/index.shtml. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

25.2 Nondiscrimination in Contracting. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

25.3 Contract Disclosure Requirements. Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517). The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions.

I.26 Project Personnel

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually complete the work, at the

proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved by the City.

I.27 Photo Identification Badge

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

I.28 Lobbyist Activities

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of the City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.

2. For purposes of this Policy, a lobbyist is not considered a public official acting is her/his official capacity.

3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.

4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

I.29 Gratuities

1. The Contract may be terminated by written notice if the Purchasing Agent determines that the Contractor, its agent, or another representative:

    a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and

    b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

4. If this Contract is terminated under the first paragraph above, the City of San Diego is entitled to pursue breach of contract remedies and all other remedies available at law.

I.30 Termination

1. Termination for Default

   The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within five (5) business days after receipt of such notice and assuming such default is capable of being cured. The following are **c**onsidered defaults:

   a. Failure to make delivery of the goods or to perform the services of the required quality or within the time specified; or

   b. Failure to perform any of the obligations of this Contract, or to make sufficient progress in performance which may jeopardize full performance.

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

   The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this RFP. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this RFP or hereinafter enacted or established, that may be available to the City against the Contractor.

2. Termination for Convenience

   The Purchasing Agent, by written thirty (30) calendar days notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

   The Purchasing Agent may, by written notice to the Contractor, terminate this Contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

a. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

b. If, after notice of termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the Contract price shall be made as provided in paragraph (a) of this clause.

c. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

I.31 Insolvency

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

I.32 Dispute Resolution

If a dispute arises out of or relates to this Contract and if said dispute cannot be settled through normal contract negotiations, the Contractor and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

1. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by the American Arbitration Association or any other agreed upon mediator.

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

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

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

I.33 Patents and Royalties

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless the City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.34 Warranty of Services

1. “Acceptance,” as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract. “Correction,” as used in this clause, means the elimination of defect.

2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor

shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.

3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the Contract price.

I.35 Licenses and Permits

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

I.36 Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.37 Protection of the City of San Diego Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the Contract price.

Contractor's personnel shall immediately report to the Contract Manager or designee and the site City representative any accident, injury, property damage, or any other problem or irregularity that occurred when providing services under this Contract.

The Contractor is responsible for all injuries to persons and damages to property that occur as a result of the fault or negligence of said Contractor or the Contractor's employees in connection with the performance of services under this Contract.

The Contractor is responsible for repairing or replacing any City owned or City supplied equipment damaged by the Contractor or the Contractor's subcontractor(s). Repairs will not be performed until the damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

I.38 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the work hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

I.39 Suspension of Work

The Purchasing Agent may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to a price adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost to the Contractor would not have been incurred but for a delay within the provisions of this clause.

I.40 Standards of Performance

The Contractor shall perform all services required by this Contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, regulations, and good business practices.

The Contractor's performance of work and acceptability of equipment, materials, subcontractors, and efficient and effective means and methods of providing the Scope of Services described in this Contract will be subject to the satisfaction of the City. Performance standards include, but are not limited to:

a. Arrival at the designated time when providing Service

b. Provide clear communication of service activities (e.g. waste profile status, service date/time)

c. Provide appropriate, accurate, and clearly written labels for containers at the time of waste shipment.

d. Accurately prepare all disposal documentation for the City's review and signature at the time of service.

e. Safely and properly transport all wastes collected to the City approved recycling or disposal facility.

f. Notify the City within ten (10) business days if any transporter, or recycling or disposal facility utilized by this Contract receives a regulatory fine, penalty or other environmental action as described in Section C, Scope of Service.

g. Prepare and provide an accurate invoice in a readable and understandable format and in a timely manner in accordance with the Contract Documents

h. Professionally conduct all service activities described in this Contract.

i. Notify the City immediately of any equipment failure or accident leading to a Chemical Release.

I.41 Notice of Labor Disputes

a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.

b. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

I.42 Pending Legal Dispute

If the Contractor is currently involved in litigation with the City or any of the Regulatory Agencies identified in this RFP, the Contractor must identify the title of the litigation, the Court(s) where the litigation is pending, and the case number(s), along with a brief description(s) of the nature of the dispute(s).

I.43 Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

I.44 Americans with Disabilities Act Certification

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I.45 Debarment Proceedings

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0801, *et seq*.

I.46 Other Public Agencies

Public agencies other than the City of San Diego, as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to any agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

I.47 Product Endorsements

The Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

I.48 Procurement Card Transactions

[DELETED]

I.49 Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

I.50 No Waiver

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

I.51 Covenants and Conditions

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

I.52 Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

I.53 Independent Contractors

The Contractor and any Subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

I.54 Successors in Interest

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

I.55 Confidentiality of Services

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

I.56 Business Tax License

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.57 Compliance with Controlling Law

The Contractor shall comply with all laws, statutes, codes, charter provisions, ordinances, resolutions, regulations, and policies of the federal, state, and local governments applicable to this Contract. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, codes, charter provisions, ordinances, resolutions, rules, or regulations.

I.58 Equal Benefits

Any Contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

I.59 Contractor Standards

This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP (refer to Section K).

I.60 Title to Waste

The following provisions apply:

If the Contractor transports or arranges for transportation of waste to the Contractor's TSDF or a disposal TSDF chosen by the Contractor and provided the waste meets the waste description applicable thereto as per U.S. Department of Transportation (DOT) Hazardous Waste category, and the waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the waste, shall pass from City to the Contractor at such time as the loading operation of waste onto vehicles provided by the Contractor has been completed and the waste is signed for and has departed from City's premises or City authorized location for collecting wastes.

If the City transports or arranges for transportation of the waste, the waste meets the waste description applicable thereto, and the waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the waste, shall pass from City to the Contractor at such time as the waste is delivered to the Contractor's facility and accepted by the Contractor.

Title to nonconforming waste (waste with incorrect DOT name, packaging, coding, marking or labels) reverts to City, including risk of loss and all other incidents of ownership, at the time the Contractor communicates to the City that the waste is nonconforming.

It is expressly agreed that the Contractor does not take title to or assume risk of loss with respect to waste when the Contractor is only responsible for transporting the waste.

I.61 Storm Water Protection

The Contractor shall comply with the City's Storm Water Management and Discharge Control provisions as described in SDMC sections 43.0301 through 43.0312 and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering Services at City owned, leased, or managed property, or in performance of Services and activities on behalf of City regardless of location.

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

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

I.62 Living Wage

Any Contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance is posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC § 22.4220(b) to reflect the Consumer Price Index. Any Contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

SECTION J

LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES

Attachment 1	-	Form CalRecycle 303 Report FY 2012 – 2013
Attachment 2	-	PHHWCF Site Map
Attachment 3	-	Floor Plan/Location of Hazardous Materials
Attachment 4	-	Sample Site Layout for Recyclable HHW Collection Event
Attachment 5	-	Equal Opportunity Contracting Program (EOCP) Proposer Requirements
Attachment 6	-	1995 Miramar Landfill Ground Lease

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR RESPONDENTS

K.1 By submission of this Proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies.

K.2 Should the Contractor be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

K.3 The following forms are required to be completed to validate the proposal and upon acceptance of the Contract will confirm compliance with the City of San Diego eligibility requirements as stated in Section L.

FORMS REQUIRED OF ALL CONTRACTORS:

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors-Transporters and Recycling/Disposal Facilities
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Declaration Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Affidavit for Contractor/Vendor
8. Conflict of Interest Disclosure Statement
9. Drug Free Workplace Certification
10. Living Wage Ordinance Certification of Compliance
11. Equal Benefits Ordinance Certification of Compliance
12. Contractor Standards Pledge of Compliance
13. American With Disabilities Act (ADA) Compliance Certification
14. Waste Management Statement
15. Statement of Available Equipment
16. License

1. CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: _____

2. Type of Business: The Proposer represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual ____; A Corporation ___; Partnership ___ or Joint Venture ___. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)

   a. If incorporated, existing under the laws of the State of: _____.

   b. Date of incorporation: _____

3. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: _____. Data Universal Numbering System (DUN & BRADSTREET) Number: _____.

4. Office which will be responsible for providing the City of San Diego the specified services:

   Address: _____

   _____

   Contact Person/Telephone Number: _____ Fax Number: _____
   Email: _____

5. Name, title, and signature of individual duly authorized as representative to execute contracts:

   Name: _____

   Title: _____

   Signature: _____

6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.

7a. The undersigned further understands that the contents within this solicitation will become a part of the contract if awarded to the above named Firm.

7b. My signature below certifies that the Proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: _____

Printed Name: _____

Position: _____

Dated this _____day of _____, 20__.

2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's Proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

SOLICITATION NUMBER: _____

NAME OF CONTRACTOR: _____

ADDRESS: _____

_____

_____

TELEPHONE: _____

1. Name your principal financial institution for financial reference:

   Name of Bank: _____

   Point of Contact: _____

   Address: _____

   _____

   Telephone Number: _____

   I authorize the release of credit information for verification of financial responsibility.

   _____ _____
   Contractor's Signature (Date)

   _____
   Name (typed or written)

2. State your firm's average receipts over the past 3 years: $_____.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

_____

(Name) (Address)

_____

(Name) (Address)

_____

(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name? ____ years.

5. How many people are currently employed by your firm? _____

6. Has your firm failed to complete a contract? Yes ___ No ___ (check one)

   If yes, give details

   _____

   _____

7. <u>Compliance</u>

   Has the Contractor been the subject of, or a party to, any legal action by any Regulatory Agency regulating Hazardous Materials or Hazardous Wastes and/or has the Contractor been found responsible for violations, fines, or penalties assessed that exceeded $25,000 as a single event in total over the past 3 years? (Include local, state or federal regulators)☐ Yes ☐ No

   If yes, on a separate page provide details of each of the legal actions, violation(s), fines or penalties assessed, and actions taken to resolve each of them. **If the Contractor fails to disclose any of the above-described legal actions, violations, fines or penalties, the City reserves the right to disqualify the Contractor.**

   The City reserves the right to reject the Contractor or subcontractor if the City determines the entity is no longer in good regulatory standing. The City may request further information and explanation from Contractor before making a final determination.

8. Licenses/Permits

	License/Permit Number	Expiration Date	Name
State of California Contractor's License			
California Highway Patrol – Hazardous Materials Transportation License			
California Department of Toxic Substances Control - Hazardous Waste Transporter Registration			
U.S .Dept of Transportation-Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.			
California or Federal EPA ID Number			

9. List the names of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Contractors must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

LIST OF REFERENCES

Reference #1

Name of Entity:_____

Contact Person/Title:_____

Phone No:_____ Email:_____

Dollar Value of Contract: $_____ Contract Dates: _____

Summary narrative of applicable work provided:

_____

_____

_____

_____

_____

Reference #2

Name of Entity:_____

Contact Person/Title:_____

Phone No:_____ Email:_____

Dollar Value of Contract: $_____ Contract Dates:_____

Summary narrative of applicable work provided:

_____
_____
_____
_____
_____

Reference #3

Name of Entity:_____

Contact Person/Title:_____

Phone No:_____ Email:_____

Dollar Value of Contract: $_____ Contract Dates:_____

Summary narrative of applicable work provided:

_____
_____
_____
_____
_____

10. Provide the Contractor's organization chart that describes the Contractor's overall organization and illustrate the relationship of the proposed services with the organization. Indicates the lines of organization management, authority, and responsibilities.

11. Provide resumes for all administrative and technical staff who are currently employed by the Contractor or who the Contractor plans to employ to perform any services for any Contract resulting from this RFP. The resumes shall include position title, education, training, experience, licenses, certifications, decision authorities, and responsibilities.

STATEMENT OF SUBCONTRACTORS

Treatment, Storage, Recycling, Disposal Facility

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to treat, store, recycle, and/or dispose of the hazardous, petroleum, and regulated wastes included in the Scope of Services. Contractor shall identify which wastes the subcontractor will treat, store, recycle, or dispose of according to this contract. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: _____ **Website Address:** _____

Address: _____ **Phone Number:** _____

_____

Contact Name: _____ **Contact Email Address:**_____

What portion of work will be assigned to this Subcontractor: _____

Permits/Insurance

Environmental Protection Agency (EPA) I.D. Number _____

California Certified Unified Program Agency (CUPA) Permit (or equivalent): _____

Company has a valid insurance policy for a minimum of $2,000,000 of Pollution Liability Insurance?
☐ Yes ☐ No

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include all local, state or federal regulators for air, water, storm water, and hazardous materials and wastes) ☐ Yes ☐ No

If yes, on a separate page provide details of the legal action, violation(s), fine(s) or penalty(ies) assessed, and the actions taken to resolve each one. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Service Activities

Subcontractor shall treat, store, recycle, and/or dispose of the following wastes: Use additional sheets of paper if necessary.

Waste Type	Yes	No	Waste Type	Yes	No

STATEMENT OF SUBCONTRACTORS - TRANSPORTER(S)

The Contractor is **required** to complete one form for each subcontractor the Contractor will use to transport the hazardous, regulated, and recyclable wastes included in the Scope of Services Pricing. Contractor shall identify which wastes the subcontractor will transport. Contractor shall include what portion of work will be assigned to each Subcontractor to complete the Scope of Services. Failure to provide details of Subcontractors may be grounds for rejection of Proposal.

Company Name: _____ **Website Address:** _____

Address: _____ **Phone Number:** _____

_____

Contact Name: _____ **Contact Email Address:**_____

Company has a valid insurance policy for a minimum of $2,000,000 of Pollution Liability Insurance?

☐ Yes ☐ No

What portion of work will be assigned to this subcontractor: _____

Compliance

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) legal actions, violations, fines, or penalties assessed over the past 3 years? (Include local, state or federal regulators for transportation, air, water, storm water, and hazardous materials and wastes) ☐ Yes ☐ No

If Yes, on a separate page provide details of the legal actions(s), violation(s), fines or penalties assessed, and actions taken to resolve them. **If any above-described legal actions, regulatory violations, fines or penalties exist for the company, but are not disclosed, the City reserves the right to disqualify the Contractor.**

Scope of Work Activities

Subcontractor will transport the following wastes:

Waste Type	Yes	No	Waste Type	Yes	No

Licenses/Permits

For transporting hazardous waste, the table must be completed. If other regulated and recyclable wastes will only be transported, complete each section as appropriate.	License/Registration/ Permit Numbers	Expiration Date
California Department of Motor Vehicle – Motor Carrier Permit		
California Highway Patrol – Hazardous Materials Transportation License		
California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration		
US Dept of Transportation – Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.		
California or Federal EPA ID Number		

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor Certifies, To The Best Of Its Knowledge And Belief, That --

B.01.1 The Contractor and/or any of its Principals --

a. ARE ☐ ←*checking this box means you are presently debarred, etc.,* ARE NOT ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;

b. HAVE ☐ ←*checking this box means you have been convicted, etc.,* HAVE NOT ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

ARE ☐ ←*checking this box means you are presently indicted, etc.*, ARE NOT ☐ presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.

B.01.1 The Contractor HAS ☐ ←*checking this box means you have defaulted on contracts,* HAS NOT ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

B.01.2 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.

The contractor shall provide immediate written notice to the purchasing agent if, at any time prior to contract award, the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the contractor's responsibility. Failure of the contractor to furnish a certification or provide such additional information as requested by the purchasing agent may render the contractor non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the purchasing agent may terminate the contract resulting from this solicitation for default.

_____

Name of Firm

_____

Signature of Authorized Representative

_____

Printed/Typed Name

_____

Date

4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis**, **including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

_____

Name of Firm

_____

Signature of Authorized Representative

_____

Printed/Typed Name

_____

Date

5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the City with a copy of Contractor's Workers' Compensation, Comprehensive Automobile Liability, Comprehensive General Liability, Commercial Pollution Liability, Hazardous Transporters Pollution Liability, and other insurance coverage declaration pages and all required endorsements as specified herein, which illustrates the coverage and limits required for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

_____

Name of Firm

_____

Signature of Authorized Representative

_____

Printed/Typed Name

_____

Date

6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

_____

Name of Firm

_____

Signature of Authorized Representative

_____

Printed/Typed Name

_____

Date

7. AFFIDAVIT FOR CONTRACTOR/VENDOR

PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: _____
(type or print)

Signature: _____
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: _____

Position: _____

Firm: _____

8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.

2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.

3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of $25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.

4. Any trust of which he or she is a beneficiary or trustee.

5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.

6. Represent either party in the transaction.

7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): _____

Signature: _____
(Must be signed by President or Vice President)

Position: _____

Firm: _____

C & P FORM 2

9. DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to the City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All Contractors should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by the City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.

3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a

   Drug-Free Workplace by doing all of the following:

   a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace.

(2) The person's or organization's policy of maintaining a Drug-Free Workplace.

(3) Any available drug counseling, rehabilitation, and employee assistance programs.

(4) The penalties that may be imposed upon employees for drug abuse violations.

c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to a Proposal by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

THIS DOCUMENT MUST BE COMPLETED,

SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD

DRUG-FREE WORKPLACE

CONTRACTOR CERTIFICATION

PROPOSAL NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

_____

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to a Proposal by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

FAX: _____

DATE: _____

10. LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

Send form to:

CITY OF SAN DIEGO
LIVING WAGE PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 236-6682 Fax (619) 533-3240

COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name: Contact Phone:

CONTRACT INFORMATION

Contract Number (if no number, state location): Start Date:

Contract Amount: End Date:

Purpose/Service Provided:

TERMS OF COMPLIANCE

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

(a) Pay covered employees the current fiscal year's hourly wage rate of $11.80 and health benefits rate of $2.37 (adjusted annually on July 1).

(b) If any lesser amount is applied toward the health benefits rate, to add this difference to the hourly wage rate as cash payment.

(c) Provide a minimum of 10 compensated leave days per year for vacation, sick leave, or other personal need at the employee's request and permit 10 additional uncompensated leave days for personal or family illness when accrued compensated leave days have been used.

(d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of requirements of the LWO, their possible right to Federal Earned Income Tax Credit, and the possible availability of health insurance coverage under the Affordable Care Act.

(e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO.

(f) Permit access for authorized City representatives to work sites and relevant records to review compliance with the LWO.

(g) Maintain wage and benefit records for covered employees for 3 years after final payment.

(h) Perform at least fifty percent (50%) of the work with its own employees.

(i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

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

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Name of Signatory | Title of Signatory

Signature | Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

rev 07.01.2014

11. EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at *www.sandiego.gov/administration*.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

☐ I affirm **compliance** with the EBO because my firm *(contractor must select one reason):*

- ☐ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

rev 02/15/2011

City of San Diego Purchasing & Contracting Department

12. CONTRACTOR STANDARDS
Pledge of Compliance

The intent of the Contractor Standards clause of San Diego Municipal Code §22.3004 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

_____

_____

_____

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

   If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

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

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ____/____/_____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

_____
_____
_____
_____

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

List names of members who own five percent (5%) or more of the company:

_____
_____
_____
_____

Partnership Date formed: ____/____/_____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

Sole Proprietorship Date started: _____/_____/_____

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

_____
_____
_____
_____

Joint Venture Date formed: _____/_____/_____

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

_____
_____
_____

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
   Yes No

   If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
   Yes No

   If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   Yes No

   If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
   Yes No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?
   Yes No

   If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?
   Yes No

   If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

G. COMPLIANCE:

- In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited

to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
  Yes No

  If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
   Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated _____/_____/_____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

(a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).

(c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.

(e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

_____	_____	_____
Print Name, Title	Signature	Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

_____	_____	_____
Print Name, Title	Signature	Date

13. AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-04 regarding the American With Disabilities Act (ADA) outlined in Section I "American with Disabilities Act Certification", of the Contract, and that;

_____

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to a Proposal by the provisions of the policy as outlined.

Signed_____

Printed Name_____

Title_____

14. Waste Management Statement

Waste Management

Contractor shall provide a listing of each waste component generated for the wastes listed in the Scope of Services and specify the waste management method for each waste element, percentage of the waste that will be recycled, and the final recycling or disposal facility for that component of the waste. Contractor should read Section C Scope of Services for waste disposal hierarchy and pre-approved acceptable waste management methods for each waste type prior to completing the table.

Contractor may use the table below or other similar format that includes all the information requested.
Example Waste Management Table (example to assist in detail required)

Waste Type	Waste Component	Management Method for waste component	% Recycled	Name of Disposal or Recycling Facility for waste component
Used Oil Filters - metal casing	Metal Casing	Recycling - Metals	100%	ABC Metal Recycler, CA 92000
	Paper Insert	Alternative Fuel	100%	EFG Incinerator, CA 92000
	Recyclable Oil	Recycling - Oil	100%	HIJ Oil Recycler, CA 92000

Waste Management Table

Waste Type	Waste Component	Management Method for waste component	% Recycled	Name of Disposal or Recycling Facility for waste component

15. STATEMENT OF AVAILABLE EQUIPMENT

The Contractor is required to list all necessary equipment required to complete the Scope of Services as specified in the RFP. The Contractor shall state below the motive, industrial, construction and other equipment which Contractor has or will have available to perform the Scope of Services under this Contract prior to the commencement of the Contract. The City of San Diego reserves the right to reject any Proposal when, in its opinion, the Contractor has not demonstrated it will be properly equipped to perform the Scope of Services in an efficient, effective manner for the duration of the Contract period. In instances where required equipment is not presently owned, the Contractor shall explain how the equipment will be made available prior to commencement of the Contract.

NOTE: Add additional pages if necessary and may utilize a comparable format for submission.

Equipment

Equipment Description: _____

Owned □ **Rented** □ **Other** □ **(explain below)**

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned □ **Rented** □ **Other** □ **(explain below)**

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned □ **Rented** □ **Other** □ **(explain below)**

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

16. **LICENSES**

The Contractor, and its staff assigned to perform the Scope of Services shall have and maintain in full force and effect, throughout the term of the Contract and all amendments thereto, all federal, state, and local licenses, certificates, registrations, permits, and the like required to perform the Scope of Services.

If the Contractor requests a substitution or waiver of a specific license, certificate, registration or permit, after a thorough review of the applicability of the proposed substitution or waiver, the City will inform the Contractor, in writing, of its decision prior to the Proposal opening. The City's decision will be final.

The Contractor shall complete the table below with the specified information and submit with the Proposal. A table with the same information may be submitted as an attachment to the Proposal.

The Contractor shall list all subcontractor licenses, certificates, registrations, and permits required to complete elements of the Scope of Services below.

	License/Permit Number	Expiration Date	Name
State of California Contractor's License			
California Highway Patrol – Hazardous Materials Transportation License			
California Department of Toxic Substances Control - Hazardous Waste Transporter Registration			
U.S .Dept of Transportation-Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.			
California or Federal EPA ID Number			

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

All Contractors must follow the instructions below in preparing and submitting their Proposals.

L.01 RECOMMENDED PRE-PROPOSAL

There will be a recommended pre-proposal conference for this solicitation held at:

- Environment Services Department
  9601 Ridgehaven Court
  San Diego, CA 92123
  Suite 320

Date and Time is as specified on the Cover Page of this RFP. The purpose of the pre-proposal conference will be to provide an overview of the RFP requirements, ensure that all participants have a common basis of understanding of the requirements and provide information that may be helpful in preparing proposals. Interested Proposers are strongly urged to attend this pre-proposal conference. However, the pre-proposal conference is not mandatory.

Failure of Proposers to attend the pre-proposal conference does not relieve Proposers of the responsibility to comprehend all information contained within this document, information discussed at the pre-proposal conference, and issued addenda, and does not relieve Contractors to perform in accordance with the Contract Documents subsequent to award.

Proposers should estimate duration of the pre-proposal conference to be approximately two (2) hours. Proposers who are attending the pre-proposal conference should bring written copies of any questions they may have to the conference. The City may provide preliminary information at this pre-proposal conference in response to questions, however, answers will be provided in accordance with Section L.02 below.

L.02 QUESTIONS

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the City will be formally made at scheduled meetings in person, telephone or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than 5:00 p.m. P.T. on the due date specified on the Cover Page of this solicitation. Such requests should contain the following: "QUESTIONS: 10047656-14-V-RFP". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail the Procurement Specialist listed on the cover page. It is incumbent upon Contractors to verify City receipt of their questions. All questions will

be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), and placed on the City's third party website for bid and contract opportunities. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

L.03 ADDITIONAL INSTRUCTIONS

1. Contractor's Mailing Address

It is the responsibility of every Contractor to register and maintain their current mailing address with the City of San Diego.

2. Submission Instructions

For purposes of review and in the interest of the City's sustainable business practices in general, the City strongly recommends the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

Contractors shall submit one (1) original and four (4) complete copies of their proposal documents in sealed envelopes or cartons**. In addition, Contractors shall include an electronic copy of their proposal (CD) with the original package.** The original proposal must be clearly marked, signed (use blue ink) and submit in a separate sealed envelope, with all copies being addressed to:

- Purchasing & Contracting Department
  The City of San Diego
  1200 Third Avenue, Suite 200
  San Diego, CA 92101

  Proposals must be delivered by **4:00 p.m. PT on the Closing Date specified on the Cover Page. Late proposals delivered/received after 4:00 p.m. PT will not be accepted.**

  The outside of each envelope or package must be labeled:

  a. Household Hazardous Waste Management, Transportation and Disposal Service

  b. RFP No. 10047656-15-V

c. Name of Contractor

d. Package x of y

3. Firm Offer Period

By submission of a Proposal, Contractor guarantees that the offer is firm for ninety (90) calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another ninety (90) days, unless the Contractor indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty (30) days prior to expiration of the current ninety (90) days period.

4. Detailed Proposal

All items specified in Section C, "Scope of Services" beginning with "Core Requirements and Deliverables" must be addressed in detail in the Proposal. Contractors must expressly indicate that the Proposal satisfies and is fully capable of providing each requirement listed in Section C. Contractors shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated specifications are insufficient. Rather, the Contractors must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Contractors shall state their understanding and compliance. Where processes, procedures or plans are called for in Section C., the Proposal must set forth the processes, procedures and plans in detail. Additionally, Contractors must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions and deviations are deemed rejected unless accepted in writing by the City of San Diego. Contractors should also include any other information they feel may be of benefit to the City in evaluating the Proposal.

5. Pricing Schedule

The unit of measure specified in the Price Schedule is descriptive only and is not used as a basis to determine award of Contract.

a. The line item(s) in the Price Schedule (Section B) must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.

b. Contractor shall insert a unit price, and extended amount for each line item specified on the Schedule, if applicable. Additionally, Contractors shall calculate and insert the total offer price, where appropriate on the Schedule.

c. Contractors are cautioned that the item descriptions in the Schedule are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Contractor must consult the Scope of

Services and other requirements of this RFP for complete descriptions of the required supplies or services.

d. Contractor shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.

e. Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Contractor, or an authorized representative of the Contractor. Telephonic withdrawals or modifications are not permitted.

6. Options

The City of San Diego will evaluate offers for award purposes by adding the total price for all options, if applicable, to the total price for the basic requirement. The City of San Diego may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City of San Diego to exercise the option(s).

7. Notice of Award

Written Notice of Apparent Successful Proposer or Notice of Intent to Award mailed or otherwise furnished to the Apparent Successful Proposer(s) within the initial (90) days period, or extension thereof, shall result in a tentative award subject to required post-award submittals and approvals by the appropriate City official(s) or body. Final approval and execution by the City will result in a binding Contract.

8. Contact during and after Contractor's Submittal

All Contractors who are considering submitting a proposal for a project are prohibited from having any communication concerning the RFP with any City employee (excluding elected officials and their staff), or any Evaluation Committee Member, after issuance of the RFP, and prior to the Contract being awarded, with the exception of communications with the contact person listed on the cover page of this RFP, or designee, in the Purchasing & Contracting Department. A Proposal from any Contractor will be disqualified when the Contractor violates this condition of the RFP. The City will inform all Contractors of its Intent to Award a Contract (also known as an Announcement of the Selected Contractor) in writing.

9. Acceptance and Rejection of Proposals

a. Acceptance: All proposals properly completed and submitted shall be considered by the City of San Diego.

b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited, to the following:

1) The Proposal is time-stamped at the Purchasing & Contracting Department after the deadline specified in the RFP.

2) Failure to execute and return the required forms.

3) Failure to respond to all subsections within the RFP.

4) Proposal is materially unbalanced, i.e., contains unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.

5) Proof of collusion among Contractors, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6) The Proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

7) The Contractor adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.

8) Contractor proposes the use of disposal and/or recycling facility subcontractors that are not in good regulatory standing as specified in this RFP.

c. Pursuant to the Notice to Contractors advertised in the official City newspaper and/or the-Solicitation issued by the City, the Contractor's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), and is subject to all of the terms and conditions of these General Contract Clauses (Section I), all Contract Documents, as well as the City of San Diego Charter and Municipal Code. The City may, in its sole discretion, initiate negotiations with the Contractor submitting the winning Proposal to clarify and refine the Proposal and the terms of the Contract, but such negotiations shall not relieve the Contractor of its obligation to honor its original Proposal for the duration specified in this RFP.

d. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Contractor furnishes evidence from the post office station of mailing which establishes an earlier time.

e. The terms and conditions stated in any Addenda to this RFP shall be considered in evaluating and submitting Proposals. It is the Contractor's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or

otherwise obtained. Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

f. The Contractor warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Contractor has not in any manner sought by collusion to secure any advantage over the other Contractors.

10. Protests

If an unsuccessful Contractor wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after Announcement of the Apparent Successful Contractor/Notice of Intent to Award, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest. Protests will be processed and determined in accordance with San Diego Municipal Code Section 22.3017.

11. Requirements Prior to Contract Execution

Prior to Contract execution, the selected Contractor will be required to provide the additional materials as referenced below within ten (10) calendar days from the date of the City's request, if not already on file. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the Contractor to be rejected as non-responsive. Required submittals include:

a. Insurance requirements, as specified in Section I.09.
b. Taxpayer Identification number (W-9), as specified in Section I.36.
c. San Diego Business Tax License, as specified in Section I.56, if not currently on file.

L.04 RFP PROPOSAL FORMAT AND ORGANIZATION

Contractors shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. **All proposals should be securely bound (does not apply to the electronic document), and must include the following items. Responses must be in the same order as, and responsive to, the information requested.** Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the City of San Diego.

1. **Tab A - Representations and Certifications.** Contractor shall include Section A – Signature Page and all completed verification statements and required forms specified in Section K.

2. **Tab B - Executive Summary and Responses to Scope of Services.** Contractor shall provide the following information in the order outlined below:

   a. A title page;

   b. A table of contents;

   c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor's ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services;

   d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered; and

   e. Detailed responses to all items specified in Section C, "Scope of Services" beginning with Paragraph C.04, "CORE REQUIREMENTS AND DELIVERABLES".

3. **Tab C - Cost/Price Proposal**

   Contractors shall submit its detailed cost proposal as specified in Section B, including any required attachments as specified in Section B.

4. **Tab D – Equal Employment Opportunity (EEO) Policy and Forms and Subcontracting Plan:**

   The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity. All Contractors must submit with their proposal all requirements and forms as specified in Section J "Equal Opportunity Contracting Program (EOCP)".

5. **Tab E - Signed Contract:** This tab represents the Contract in its entirety, which shall include Sections A through J and the proposal by the Contractor. This tab must include each and every page, form, option, or submittal, as specified in Sections A – J. Therefore, the Contractor shall prepare this tab as follows:

   a. Complete Section A, Contract (blocks 4, 6 and 8) of the RFP;

   b. Complete Section B of the RFP in its entirety to include any options;

   c. Include Section C of the RFP, and Contractor's proposal in response to Section C;

   d. Include Sections D through I of the RFP;

   e. Include Section J of the RFP and all completed forms as required in this section; and

All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable.

A Best and Final Offer (BAFO) or written clarifications to the Contractor's proposal, if requested by the City, will become part of the Contract only upon written acceptance by the City in the form of a fully executed Signature Page. If the City requests a BAFO or written clarifications of the Contractor's proposal, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the revised Contract Document(s). Any changes that result from the BAFO or written clarifications of the Contractor's proposal shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Contract Document(s).

SECTION M

EVALUATION PROCESS

M.01 Evaluation

The City of San Diego shall evaluate each responsive Proposal to determine which Proposal best meets the City's requirements and gains the best economic advantage for the City in accordance with the evaluation criteria set forth in subsection M.04. The firm offering the lowest overall price will not necessarily be awarded a contract.

M.02 Process for Award

The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. The City of San Diego may seek clarification of information submitted in response to this RFP. The City of San Diego may also make award without further discussion.

Optional Oral Presentation: Interviews and/or oral presentations from Contractors may be required. Interviews and/or oral presentations will be conducted only if one or more Proposals score within (10) points or less of the Proposal with the highest score. Only the Proposer with the highest scoring Proposal and those Contractors scoring within (10) points or less of the highest scoring Proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the City Evaluation Committee, or its designated representatives, in order to clarify the Proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. Prior to any oral interview, the City will have completed all reference checks.

Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and/or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s) and to assess their expertise. If the City determines that such oral presentation and interview of the key personnel is needed, the City will schedule a time and place.

Contractors are required to make the oral presentation and interview of the key personnel within seven (7) business days after request by the City. Contractors should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Contractors shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

Optional Discussions/Negotiations: The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals. Contractors, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss and/or negotiate their Proposals with the City to facilitate arrival at a Proposal that is most advantageous to the City. Discussions/negotiations may include verbal and/or written clarifications in price, specifications, terms and conditions, quality, performance of the contract, and any other aspect of this procurement.

If the Procurement Specialist determines that discussions/negotiations are in the best interest of the City, the Procurement Specialist will advise select firms in the competitive range to have discussions/negotiations, and then contact those select firms in writing to submit a Best and Final Offer (BAFO) allowing Proposer(s) to change their price proposal after the RFP due date based upon discussions/negotiations for consideration by the City after discussions/negotiations are held.

However, discussions/negotiations may not be conducted if the Procurement Specialist determines either that discussions/negotiations are not in the best interests of the City or that discussions/negotiations need not be conducted: (a) with respect to Price Proposals that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior Price Proposal experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable Price Proposal.

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

In addition, the City of San Diego reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City.

M.03 Evaluation Panel

1. Based on the evaluation criteria outlined in Section M.04, all technical proposals shall be evaluated and scored by the City Evaluation Committee designated by the City of San Diego. Written or oral discussions may be requested from the

Contractors to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The City Evaluation Committee, upon completion of evaluating the proposals and any interviews or oral presentations, will recommend to the Purchasing Agent that Award be made to the firm with the highest scoring Proposal.

2. The City of San Diego reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by a Contractor, or to require other evidence of managerial, financial, regulatory compliance, or technical capabilities which are considered necessary for the successful performance of the Scope of Services.

M.04 Evaluation Criteria

The following elements represent the evaluation criteria that will be considered during the evaluation process:

A. Overall Responsiveness to the Request for Proposal (15 points) Conforms to the specified format for Proposals. All requested information is included within the Proposal, in the order and form dictated in the RFP. Demonstrated an understanding of the intent and requirements of the RFP. The Proposal is complete and reflects an understanding of the City's values and needs and a full understanding of the Scope of Services. Reasonableness of the proposed approach and demonstrated a complete understanding of all requirements in the Scope of Services. Executive Summary of Proposal.
B. <u>Responses to the Scope of Services (40 Points)</u> Demonstrated technical capability in the proposed approach to meet or exceed all of the requirements of specified in the Scope of Services including the PHHWCF service, Door-to-Door service, Sharps Mail Back service, THHWCF, Sharps Kiosk Collection service, Miramar Landfill Load Check Program service, and PaintCare service (as applicable). Demonstrated technical capability in the proposed approach to meet or exceed all the established performance standards in the required timeframes as specified in the RFP. Demonstrated the ability to provide adequate supplies of equipment and materials to fulfill the PHHWCF, Door-to-Door service, Sharps Mail Back service, THHWCF, Sharps Kiosk Collection service, Miramar Landfill Load Check Program service and PaintCare service (as applicable) at the established performance levels in the required timeframes and meets or exceed the requirements as specified in the Equipment and Materials Section of the Scope of Services

Demonstrated capability to provide adequate qualified staffing for the required activities as specified in the Personnel Section and to provide the personnel training specified in the Training Section of the Scope of Services.

Demonstrated knowledge of all regulations associated with handling, packaging, labeling, storing, transportation, treatment, recycling and disposal of the HHW generated as a part of PHHWCF, Door-to-Door service, Sharps Mail Back service, THHWCF, Sharps Kiosk Collection service, Miramar Landfill Load Check Program service, and PaintCare service (as applicable) and meets or exceed the requirements in the Acceptable Transporter and Disposal/Recycling Facilities Section of the Scope of Services.

Demonstrated knowledge of all regulations associated with regulatory required plans, procedures, and documentation for HHW services and meets all the requirements of PBR Required Plans, Procedures, and Documentation Section and Unacceptable Waste Section of the Scope of Services.

Demonstrated knowledge associated with hazardous waste documentation and meets or exceeds the requirements of the Waste Management Documentation Section of the Scope of Services.

C. Past Performance and Regulatory Standing of Contractor and all Subcontractors (15 Points)

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

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

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

D. Qualifications and Experience. (10 Points)

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

Contractor has a minimum of three (3) years of experience managing HHW collection services within the State of California and has managed a minimum of 500,000 lbs of HHW per year excluding E-Waste.

Contractor and any listed subcontractors possess and provided copies of all licenses, permits,

certifications, registrations, insurance coverage, and other qualifications required by local, State, Federal laws to collect, transport, store, or dispose of Hazardous Waste. Contractor demonstrated Financial Stability through annual or audited financial statements as required in the Qualifications and Experience Section.
E. <u>Cost. (40 Points)</u> The lowest total contract price of all the Proposals, that meet the requirements of this RFP, will receive the maximum points assigned to this category. The other Proposals will be scored based on how much higher their total contract prices compare with the lowest: [1 – ((contract price – lowest price) ÷ lowest price)] x maximum points (**40**) = points received For example, if the lowest total contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total contract price of another proposal is $110 and the maximum allowable points is **40** points, then that proposal would receive [1 – ((110-100) ÷ 100)] x **40** = 36 points, or 90% of the maximum points. The lowest score a Proposal can receive for this category is zero points (the score cannot be a negative number).
Total (120 Points)
Optional Presentation/Interview (Optional 20 points)
GRAND TOTAL = (120 + 20 = 140 Points)

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

M.05 Additional Eligibility Requirements

M.5.1 The Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of San Diego.

M.5.2 The Contractor must adhere to the instructions in this RFP on preparing and submitting the Proposal.

ATTACHMENT 1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS OR SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Commitment

II. Nondiscrimination in Contracting Ordinance

III Equal Employment Opportunity Outreach Program

IV. Small and Local Business Program

V. Demonstrated Commitment to Equal Opportunity

VI. Definitions

VII. Certification

VIII. List of Attachments

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report

I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Contractors doing business with the City. The City encourages its Contractors to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All Contractors doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance,* San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal or Proposal Documents to include Disclosure of Discrimination Complaints. As part of its Proposal or proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Nondiscrimination in Contracting. The following language shall be included in contracts for City projects between the Contractor and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

C. Contract Disclosure Requirements. Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Contractors shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Contractors shall submit with their Proposal or proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

A. Nondiscrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its subcontractors.

B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an *Equal Employment Opportunity* (EEO) *Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Contractor.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for Goods or services contracts. SLBE program requirements for goods or services contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over $50,000: **For Bids only.**

1. The City shall apply a Proposal discount in the way of:

a. 2% discount off the Proposal price for SLBE or ELBE prime contractors; or

b. 2% discount off the Proposal price for prime contractors achieving the voluntary goal of 20% for SLBE or ELBE subcontractor participation set forth in subsection 2 below.

The discount will not apply if an award to the discounted Proposer would result in a total contract cost of $10,000 in excess of the low, non-discounted Proposal. In the event of a tie between a discounted Proposer and non-discounted Proposer, the discounted Proposer will be awarded the contract.

2. All goods or services contracts valued over $50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at http://www.sandiego.gov/eoc/boc/slbe.shtml.

B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subcontractor.

C. Commitment Letters. Contractor shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Contractor's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Contractors are required to submit the following information with their Proposal or proposal:

1. Outreach Efforts. Description of Contractor's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.

2. Past Participation Levels. Listing of Contractor's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Contractor's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFB or RFP evaluation process. These factors will be evaluated on a pass or fail basis.

VI. Definitions.

Certified **"Minority Business Enterprise" (MBE)** means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **"Women Business Enterprise" (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **"Disadvantaged Business Enterprise" (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **"Disabled Veteran Business Enterprise" (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. $2.75 million – Construction
2. $1.5 million – Specialty Construction
3. $1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. $750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $5.0 million – Construction
- $3.0 million – Specialty Construction
- $3.0 million – Goods/Materials/Services
- $2.0 million – Trucking
- $1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE

Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report

City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

AA. WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

CONTRACTOR IDENTIFICATION

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

Name of Company:_____

AKA/DBA:_____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____)_____ FAX Number: (____)_____

Name of Company CEO:_____

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____)_____ FAX Number: (____)_____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: (____)_____ FAX Number: (____)_____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
(Firm Name)

_____ , _____ hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this _____ day of _, 20_____ .____

_____ _____
(Authorized Signature) *(Print Authorized Signature)*

WORK FORCE REPORT – NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES):_____ COUNTY:_____

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

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column														

Grand Total All Employees	

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

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM:_____ DATE:_____

OFFICE(S) or BRANCH(ES):_____ COUNTY: _____

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

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

Grand Total All Employees

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

Disabled														

CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.[1] By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.[2] For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of your firm from each of the three counties.[1,2] On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.[2]

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.[1,3] In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists

Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

BB. SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	**SLBE/ELBE** (*/MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED

* *Listed for informational purposes only.*

** *Contractor shall indicate if Subcontractor is certified by* one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

CC. CONTRACT ACTIVITY REPORT

Contractors are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ PRIME CONTRACTOR: _____
CONTRACT AMOUNT: _____ INVOICE PERIOD:_____ DATE:_____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

CITY OF SAN DIEGO

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

ADDENDUM A

Proposal No. 10047656-15-V

Proposal Closing Date: July 15, 2014 @ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Household Hazardous Waste Management, Transportation and Disposal Services.**

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

1. *Add* a two (2) page "Questions and Answers." (**NOTE:** This is for informational purposes only and is not part of any resulting contract.)

2. *Add* a one (1) page Pre-Proposal Conference Sign-In Sheet.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Leslie Valdez, CPPB
Senior Procurement Specialist
(619) 236-7090

July 1, 2014

LV/yk

RFP No. 10047656-15-V
Questions and Answers

Question 1

Do we need to provide a scale to weigh the container at time of pick up and report the pounds of sharps collected?

Answer 1

No. The Contractor does not need to provide the weight of the sharps at the time of the pickup. The City requires the Contractor to provide weight of sharps within 10 business days of the pickup. The Contractor can either use the weight reported by the disposal facility on the receipt or the Contractor and the City can establish a mutually agreeable average weight per container size. The sharps container weights need to be reported by each HHW Program activity.

Question 2

Do we need to transport sharps from the Kiosk location to a transfer, storage, disposal facility (TSDF) on the day of pick-up or can they be transported to the City's permanent HHW collection facility (PHHWCF) for consolidation?

Answer 2

Contractor can propose to transport sharps directly to a TSDF or transport to the City's PHHWCF. The City's PHHWCF home-generated sharps consolidation permit authorizes consolidation of sharps from a temporary event (THHWCF) or a sharps kiosk.

Question 3

Please clarify Section B.01.8, the Sharps Kiosk Fixed Rate Instruction?

Answer 3

The Contractor needs to provide a fixed rate for each sharps kiosk pickup. The fixed rate shall include mobilization, equipment, materials, personnel, personal protective gear and equipment, and a replacement container. In addition, the fixed rate includes the Contractor's cost/time to travel from their San Diego operations base to the kiosk location and, if proposed, the cost to transport the sharps from the kiosk to the City PHHWCF for consolidation. The Contractor shall provide the sharps disposal cost by container size as requested in B.02.10 Price Schedule which includes the sharps disposal cost and the pickup and transportation of the sharps container to a TSDF (either directly from the kiosk location or from the City's PHHWCF).

Question 4

Are there only 2 sharps kiosks?

Answer 4

There are only 2 proposed to start. The City reserves the right to add new locations in the future.

Question 5

P. 21 B.02.13 Container Pricing references a Conquest Box? Can you confirm this is a 55 gal. labpacker box? If not, please provide detail on what this item is.

Answer 5

The Conquest Box referenced in Table B.02.13 is a 55-gallon UN rated cardboard box for lap pack.

*** End of Questions and Answers ***

PRE-PROPOSAL CONFERENCE - SIGN-IN SHEET

RFP NO.: 10047656-15-V DATE: June 23, 2014 TIME: 9:00 a.m. P.T.

RFP TITLE: Household Hazardous Waste Management, Transportation and Disposal Services

LOCATION: Environmental Services, 9601 Ridgehaven Court, 2nd Floor Conference Rm. 2E0, San Diego, CA 92123

NAME OF ATTENDEE (PLEASE PRINT)	ORGANIZATION AND MAILING ADDRESS	TELEPHONE NUMBER	E-MAIL ADDRESS
KIM CARTER	CLEAN HARBORS ENV. SVCS. 3495 KURTZ ST. SAN DIEGO, CA 92110	858-204-9255	CARTER.KIMBERLY@CLEANHARBORS.COM
TIM LEE	SAME AS ABOVE	858-201-0143	LEE.TIMOTHY@CLEANHARBORS.COM
NORA VARNER	City of San Diego	858-573-1294	nvarner@sandiego.gov

ORIGINAL

CITY OF SAN DIEGO

SERVICE LEVEL AGREEMENT

An Agreement between:

ENVIRONMENTAL SERVICES DEPARTMENT (ESD)
(2115111113) (Service Provider)

Short Name/Purpose: **Household Hazardous Waste**

AND

TRANSPORTATION AND STORM WATER DEPARTMENT
(T&SWD) (2116121212) &
PUBLIC UTILITIES DEPARTMENT (EMTS) (2000160011)
(Clients)

For Fiscal Year 2015
July 1, 2014 – June 30, 2015

FINAL 4/10/14

TABLE OF CONTENTS

INTRODUCTION: 3
A. DURATION OF AGREEMENT 4
B. SCOPE OF WORK 4
B.1 Service Provider Responsibilities 5
B.2 Client Responsibilities 6
C. COMMUNICATIONS / SCHEDULES 6
C.1 Reporting to Outside Agencies 6
C.2 Written Communications, including Reports to Client from Service Provider 6
C.3 Meetings 6
C.4 Contact Information 7
D. PERFORMANCE MEASURES AND EVALUATION 7
E. SUMMARY OF ESTIMATED EXPENSES 7
E.1 Personnel Expenses 9
E.2 Non-Personnel Expenses 10
E.3 Retention of Equipment Purchased under Agreement 10
F. BILLING / ACCOUNTING 11
F.1 Billing Method 11
F.2 Accounting Information 12
F.3. Accounts Receivable Invoice Method 13
F.4. Auditing 13
G. DISPUTE RESOLUTION PROCESS 14
H. CITY-WIDE DEFAULT PROCESS 14
SIGNATURES 15
ATTACHMENT 1 21
ATTACHMENT 2 21

INTRODUCTION: PURPOSE AND OBJECTIVE OF THIS SERVICE LEVEL AGREEMENT

Regulations require the City of San Diego (City) to divert Household Hazardous Wastes (HHW) from the sewer, solid waste, and storm drain systems. The regulatory requirements include:

- National Pollutant Discharge Elimination System (NPDES) Permits for Public Utilities Treatment Plant NPDES Permit No. CA0107409;
- Municipal Storm Water NPDES Permit No. CAS0108758;
- West Miramar Landfill Industrial NPDES Permit Waste Discharger Identification (WDID) No. 9-37S005556, Waste Discharge Requirements WDR93-86 , and Solid Waste Management regulations; and
- A HHW Element. In 1990, the State of California (State) mandated via a series of actions that HHW Programs develop and implement a plan called a HHW Element. [Public Resources Code, Section 41750, Section 8 was amended by AB2707 (LaFollette) in 1990 and amended by AB2092 (Sher) in 1992.] In the HHW Element, Public Utilities and ESD were identified as equal funding partners. The San Diego City Council, SANDAG and the California Department of Resources, Recycling and Recovery (CalReycle) (formerly the Integrated Waste Management Board) approved these plans in 1992 and 1995.

For additional background information on the formation of the HHW Program and programmatic changes over the years, see Attachment 1.

With these regulatory mandates, the diversion of HHW is the equal fiscal responsibility of the Environmental Services Department (ESD), Transportation and Storm Water Department (T&SWD), and the Public Utilities Department (PUD).

The overall purpose of this SLA is to formalize a service agreement between the ESD, and the two Client Departments: T&SWD and PUD. The agreement identifies funding responsibilities for the residential HHW Program services that meet the mandated regulations. ESD will be the service provider on behalf of the Client Departments.

The primary objective of the HHW Program is to educate residents on the proper disposal options for HHW, encourage the reduction in the amount of HHW generated by residents, and provide appropriate disposal opportunities for residents. This HHW Program will serve to reduce illegal and dangerous disposal practices into the landfill, storm drain, and sewer system.

The goals include:

- Provide education to residents of San Diego about identifying HHW, waste minimization, and appropriate storage and disposal options.
- Provide appropriate and convenient HHW collection and disposal opportunities.
- Encourage reuse and recycling of HHW when feasible.
- Promote the availability of private resources for the collection of recyclable HHW such as auto batteries, oil filters, used motor oil, rechargeable batteries and other universal waste.
- Apply for and implement grants, such as the State's used Oil Payment Program, to reduce funding impacts to the responsible Departments while enhancing HHW education and collection services.

Performance standards will be tracked monthly and reported annually for:

- Number of days of operation, number of vehicles served, and tonnage collected via HHW Program services.
- Number of calls received via the hotline.
- Outreach materials produced and disseminated including the Household Hazardous Waste Transfer Facility (HHWTF) brochure, auto product recycling event inserts in water bills, local publications and direct mail, and advertisements placed in local publications.

A. DURATION OF AGREEMENT

This Agreement is in effect from July 1, 2014 through June 30, 2015, with the option to renew the Agreement as needed. Since HHW services for the City's residents are an ongoing need, the participating departments anticipate annual renewals with an annual CPI increase.

In the event a new Service Level Agreement (SLA) has not been finalized by the effective date, the terms and budgeted amounts currently in place shall continue until a new agreement is finalized or notification of cancellation of the current SLA has been communicated in writing.

Additional funding may be required to address the collection and disposal of newly regulated wastes, or newly mandated disposal methods. Should additional funding be required, an amendment to this SLA must be executed prior to ESD exceeding the current funding level.

B. SCOPE OF WORK

Services in this SLA are the joint responsibility of three (3) departments: Environmental Services Department (ESD), Transportation and Storm Water Department (T&SWD), and Public Utilities Department (PUD).

ESD will be the Service Provider on behalf of all three (3) departments. ESD will implement the following ongoing service activities:

- Provide residential HHW collection and disposal opportunities for City residents by utilizing the HHW Transfer Facility and one-day collection events.
- Develop educational and outreach materials including a website, and distribute materials promoting proper disposal of HHW and universal waste, including information regarding recycling locations for HHW and universal waste.
- Prepare permits, operating procedures, maintain labor/equipment contracts for the weekly operation of the HHW Transfer Facility, and provide the technical expertise for operational oversight at the facility and one-day events.
- Negotiate third party contracts, and apply for, accept, and meet requirements for grant funding that lessens the clients' costs for HHW collection and disposal.
- Maintain contracts and conduct maintenance of the HHW Transfer Facility and equipment as needed to meet regulatory and operational requirements.
- Provide hotline services with one Public Information Clerk to answer HHW calls, schedule appointments for use of the HHW Transfer Facility, and refer residents to retail businesses that accept universal waste and HHW for recycling.
- Review, as time permits, proposed regulations and legislation for impact on HHW Program services.

See Attachment 1 for a detailed description of the scope of work performed by the various ESD staff assisting with the HHW Program.

B.1 Service Provider Responsibilities

ESD staff will be responsible for the following services:

- The Deputy Energy, Sustainability and Environmental Protection (ESEP) Director or the Supervising Hazardous Materials Inspector will serve as the primary point of contact and assign project tasks to Program staff.

- The HHW Program staff including a Hazardous Materials Inspector III, Hazardous Materials Inspector II, Administrative Aide II, provisional Hazardous Materials Inspector III, and various other ESD staff and clerical staff assigned to ongoing services will execute the tasks described in this SLA. Other ESD staff including the Senior Management Analyst and Hazardous Materials Program Supervisor will assist with activities requiring limited or occasional staff needs such as budget, planning and operation of events, and staffing transitions such as retirement.

- A letter of designation authorizes the Deputy ESD Director or alternate designees to conduct all negotiations and execute all CalRecycle Used Oil Payment Program (OPP) documents including, but not limited to, applications, agreements, annual reports, expenditure reports, and amendments necessary to secure OPP funding and implement OPP activities.

HHW Program projects include:

- Operation of the HHW transfer facility including contract management of vendors providing HHW collection, packaging and disposal services at the facility, and door-to-door pick-up collection service for elderly or disabled residents without transportation options.
- Maintenance of HHW transfer facility through various vendors.
- Operation of 7 to 8 one-day collection events for auto product recycling.
- Initiation and implementation of media outreach contracts for events; development of ads and insert placements promoting auto product recycling events; updating HHW educational brochures for distribution; and maintaining a department website with HHW and Universal Waste resources.
- Explore other cost saving measures and events which enhance service to the public.
- Engage in third party contracts and/or partnerships that reduce the cost for collection and disposal of HHW.
- Operation of a hotline to respond to questions and schedule HHWTF appointments.
- Preparation and submittal of program reports to the County of San Diego, Department of Environmental Health; State Department of Toxic Substances Control; and State of California Department of Resources Recycling and Recovery (CalRecycle).

- Preparation and submittal of applications, agreements, and reports related to the CalReycle used oil payment program, energy grants, as applicable, and HHW discretionary grants that will reimburse the City for specific HHW activities.
- Preparation and provision of data for the PUD's Industrial Waste Program's Annual Pretreatment Report, and Storm Water Urban Runoff Municipal Permit report.

B.2 Client Responsibilities

T&SWD and PUD staff will be responsible to provide the following services:

- Provision of information and logos needed to prepare mutual outreach materials.
- Collaboration with ESD on increasing distribution of HHW Program information and provision of appropriate referrals to the HHW Program hotline and website.
- Provision of accounting for inter-departmental fund transfer of allocated expenditures.
- Review of Client Department outreach materials and websites to ensure San Diego city residents are directed to the City's HHW Program hotline for HHW services, residents in other jurisdictions are referred to their agencies for HHW services in their areas, and businesses will be referred to the County of San Diego, Department of Environmental Health for their hazardous waste services.

C. COMMUNICATIONS / SCHEDULES

C.1 Reporting to Outside Agencies

- ESD will prepare and submit HHW Program required reports to the County of San Diego, Department of Environmental Health, and CalRecycle Form 303.
- ESD will prepare and submit applications, agreements, and reports related to CalRecycle, Used Oil Payment Programs (OPP), and HHW discretionary grants that will reimburse the City for specific HHW activities.

C.2 Written Communications, including Reports to Client from Service Provider

- ESD will provide HHW SLA reports and expenditure information according to the schedules detailed in Section D and E.
- The ESD ESEP budget analyst, Office of the City Comptroller liaison, and grant Administrative Aide II will prepare financial portion of the SLA reports. The ESD ESEP Administrative Aide II will serve as the primary point of contact for all budget-related communications with the ESD ESEP budget analyst providing support.
- ESD will prepare and provide data to designated client department contacts for PUD Industrial Waste Program's annual report and Storm Water Urban Runoff Municipal Permit (URMP) reports.

C.3 Meetings

The parties to this SLA agree to be available to meet regarding any changes needed or desired in service levels, billings or reports.

services to be provided in Fiscal Year 2015. Due to the retailer Paintcare Stewardship Program, the total HHW Program costs will not require a CPI increase in FY 2015.

The Service Provider shall promptly notify the Client Departments in writing of any potential overruns. Cost overruns include, but are not limited to any anticipated costs to be incurred (60) calendar days in advance of any point during the period of this SLA, that when added to all costs previously incurred, will exceed the maximum compensation for this SLA. Negotiations between the parties to the SLA must occur, and a change order to the agreement must be approved by the Director of the Client Departments or their designee, before the estimated cost can be exceeded; or if the scope of work is modified.

The total HHW Program costs will be allocated to the ESD, T&SWD and PUD after adjustments (credits) for grant reimbursements revenues (See Table 1).

Table 1

COST ALLOCATION BETWEEN DEPARTMENTS (Costs rounded to the nearest dollar)		**ESD**	**PUD**	**T&SWD**
Estimated PE	$690,946			
Less Grant PE Credits (eligible PE charges directly to the HHW Cost Center 2115111113/Fund 700048 using the HHW PE budget. Grant PE charges then transfer to the Grant Module where Load-IDC is applied).	($164,684)			
HHW SLA NET PE - Split 50/50 ESD & PUD	$526,262	$263,131	$263,131	
Estimated NPE	$1,070,537			
Estimated Grant NPE Credits (eligible NPE charges directly to the Grant Module 1000313-2013-State Enterprise Fund-710001)	($211,799)			
HHW SLA NET NPE	$858,738			
Less T&SWD - Waste Removal 512157	$350,000			$350,000
NPE - Balance Split 50/50 ESD & PUD	$508,738	$254,369	$254,369	
ESTIMATED TOTAL COST PER DEPARTMENT:		**$517,500**	**$517,500**	$350,000

C.4 Contact Information

The following analysts will be the primary contacts for each department including:

ESD	Valli Clark	858-573-1278
T&SWD	Anthony Chadwick	858-541-4308
T&SWD	Michelle Alano	858-541-4353
PUD	Karry Wetherby	858-654-4258
PUD	Jaime Jacinto	619-758-2305

In addition, the following staff will be the primary technical contacts:

ESD	Joy Newman	858-573-1204
ESD	James Chen	858-492-5039
T&SWD	David Wells	858-541-4339
PUD	Barbara Sharatz	858-654-4106

D. PERFORMANCE MEASURES AND EVALUATION

ESD will track monthly and report annually via Attachment 2 on the status of performance levels related to the following:

- HHWTF services, auto product recycling events, and any other universal waste collection events:
  - Number of days of operation
  - Number of City residents served
  - Tonnage of HHW collected
- Education:
  - The number of calls received on ESD's Hotline
- Outreach materials produced (expenditure required) including HHWTF brochures, direct mail inserts, direct mail postcards, water bill placements, inserts to *PennySaver*, inserts to *San Diego Union Tribune,* and any other pertinent outreach activity requiring an expenditure of funds:
  - Number disseminated
- Auto product event ads (expenditure required):
  - Number of placements

Upon request, ESD can also provide more detailed reports regarding the types of HHW collected annually via the CalRecycle Form 303 or alternate, mutually agreeable format.

E. SUMMARY OF ESTIMATED EXPENSES

A meeting was held on October 23, 2012 to discuss the Total HHW SLA Agreement Costs. To address contract cost increases related to the CPI, ESD and PUD agreed to a 3.5% increase in their SLA funding beginning July 1, 2013. Total HHW Program costs related to this SLA are not to exceed $1,385,000. As described in Table 1, the cost to the T&SWD will not exceed $350,000 and will be limited to HHW collection and disposal services only. ESD and PUD costs will not exceed $517,500 to each department. Table 2 summarizes the estimated expenses for

Table 2

Summary of Expenses	Prior FY14	FY15 Projections	Change
Estimated Cost of Agreement:	$1,385,000	$1,385,000	
Total Estimated Personnel:	**$695,655**	**$690,946**	-0.68%
(Overhead Rate)	59.9%	63.8%[1]	
Estimated Non-Personnel:			
Budget Estimates-may vary from final budget and is not a comprehensive list of all GL accounts.			
511011 - Direct Mail- Postage @ $140,000		*$82,730*	
512047 - Permits @ $1,000		*$1,000*	
512055 - Maint-Bldg, Rds, Eq @ $2,300		*$2,300*	
512059 - Misc Prof / Tech Srv @ $10,110		*$10,110*	
512080- Print Shop Services @ $82,688		*$82,680*	
512111-Refuse Disposal Fees @ $717		*$717*	
512114 - City Services Billed @ $55,000		*$55,000*	
512138- Advertising @ $10,000		*$10,000*	
512157-Waste Removal @ $820,000		*$800,000*	
512172- Contr Serv-OtherAgencies @ $26,000		*$26,000*	
Total Estimated Non-Personnel:	**$1,061.827**	**$1,070,537**	0.82%
Estimated Credit: OPP Reimbursement[2]	$ (372,482)	$ (376,483)	
TOTAL	**$1,385,000**	**$1,385,000**	**0.0%**

[1] FY15 IRC overhead rates used.
[2] The City is awarded Oil Payments annually with varying expenditure terms. Specifically, the City applies for and receives non-competitive Cal Recycle OPP funding which has a two year expenditure term. The payment is received in the second year. This State payment program replaced the previous grant program where expenditures were funded on a reimbursement basis.

E.1 Personnel Expenses

Personnel Expenses for FY15 are based on budgeted salaries and fringe. Positions performing work may vary due to under filling a position classification or vacancy and/or requiring existing staff at another classification to carry out a position's duties. This may include the following position classifications: Supervising Hazardous Materials Inspector, Supervising Management Analyst, and Word Processing Operator. The total costs are not expected to exceed the estimated total PE allocation in the Service Level Agreement (See Table 3).

The Service Provider will only charge for actual work performed in support of this SLA. Any and all work performed by the position(s) listed in Section E.1 benefiting entities other than the Client Department shall be accounted for and charged separately from this Agreement.

Table 3

Position Classification	Position Funded	Salary FY15	Fringe FY15	Overhead Rate 63.8%	Total
Deputy Director	0.05	$6,220.00	$1,672.67	$3,968.36	$11,861.03
Haz Matls Insp 3	1.00	$73,507.00	$57,505.00	$46,897.47	$177,909.47
Haz Matls Insp 2	1.50	$81,432.00	$50,880.00	$51,953.61	$184,265.61
Supv. Mgmt. Analyst	0.05	$3,993.00	$3,186.50	$2,547.53	$9,727.03
Sr. Mgmt. Analyst	0.05	$3,588.00	$2,856.00	$2,289.14	$8,733.14
Associate Mgmt Analyst	0.05	$3,264.50	$1,183.00	$2,082.75	$6,530.25
Admin Aide 2	1.00	$50,564.00	$45,770.00	$32,259.83	$128,593.83
Senior Clerk	0.15	$6,523.80	$6,358.80	$4,162.18	$17,044.78
Word Processing Op.	0.05	$1,866.00	$1,904.50	$1,190.51	$4,961.01
Public Information Clerk	1.00	$36,981.00	$36,538.00	$23,593.88	$97,112.88
Haz Matls Insp 3-Hourly	0.35	$25,728.00	$2,064.00	$16,414.46	$44,206.46
Total	5.25				$690,946

[1] The FY15 Budget Salary and Fringe tables were used to prepare the agreement estimate. The FY 15 Base Budget may be different, and the Actual FY15 Labor Load and Fringe Load rates are not included in these estimates.

E.2 Non-Personnel Expenses

Non-Personnel Expenses (NPE) shall be limited to those expenses providing a benefit to the HHW Program and to PUD or T&SWD as described in this SLA and billed accordingly.

E.3 Retention of Equipment Purchased under Agreement

Equipment purchased with Client funds will be inventoried by the Service Provider and retained as needed to support services outlined in this SLA. Once that equipment has been determined to be in excess or no longer appropriate to the department's needs, it will be returned to the Client departments. If the Client departments no longer need the equipment, it may be 'sold' to the General Fund at fair market value.

F. BILLING / ACCOUNTING

F.1 Billing Method

ESD HHW Program expenditures are the only expenditures captured in Cost Center 2115111113, Fund 700048. The State Grant Fund 710001 captures all CalReycle Oil Payment Program's (OPP) qualifying personnel and non-personnel expenditures.

Expenses for this SLA shall be billed/reimbursed at least once each fiscal year by ESD. Each City department funding this SLA will share, as appropriate, in the cost offsets via revenue from State grants. OPP-funded expenditures that have accrued will be credited to the SLA at the time of billing.

ESD will use OneSD financial SAP and Business Object Labor reports to track personnel expenditures and to confirm the accounting period in which NPE expenditures are incurred. In FY15, 19.5% load will be applied to labor and fringe and 63.8% overhead rate will be applied for labor.

The SLA invoice will list the total expenditures for the HHW Program in Cost Center 2115111113, Fund 700048 and OPP Grant Module 1000313-2014, State Enterprise Fund 710001. The invoice will separately credit the revenue from State grants in the appropriate PE and NPE categories yielding the total net SLA costs for ESD, T&SWD and the PUD Department. Revenue from any other outside source (i.e. cost recovery from residents) will be reflected and credited in the billing cycle when the revenue is received.

The internal orders listed in Table 4 will collect expenditures that are funded by this SLA and State grants. Some internal orders have no percentage of OPP eligibility as specified.

The OPP only allows the City to apply indirect/overhead costs up to 10% of the OPP eligible expenditures. Beginning in FY12, the City allowed the labor load and fringe load to be accrued in OPP and this indirect cost will be reimbursed via OPP and be included in the grant credits to the Client Departments.

ESD will invoice HHW Program expenditures to Client Departments according to the following schedule:

- Mid-June 2015 – Expenditure totals with OPP credits for accounting periods 1 through 10 and estimated expenditures for accounting periods 11 and 12 will be invoiced by mid-June 2015.

- End-September 2015 - Final billing will be issued by the end of September 2015 using actual expenditures and OPP credits from accounting periods 1 through 12 and subtracting the previous invoice amount to yield the payment or credit due the Client Department. The preparation and invoice date depends on when the Office of the City Comptroller finalize ("close the books") the expenditures in the HHW Cost Center and State Grant Module.

ESD ESEP Administrative Aide II will serve as the primary point of contact for all budget-related communications with the Budget Analyst as support.

ESD will prepare the internal invoice to Client Departments as specified in section F.3.

Annual Costs will not exceed $350,000 for the T&SWD and $517, 500 for each ESD and PUD as agreed upon following the October 23, 2012 meeting, unless the Departments agree to increase funding due to increased demand for HHW services and additional funding is identified.

F.2 Accounting Information

Table 4 summarizes the internal order numbers established by the ESD to track Program and OPP expenditures. These internal orders will be used to capture expenses related to this SLA, and other related HHW program expenditures are captured in Cost Center 2115111113, Fund 700048, and OPP Grant Module 1000313-2014, State Enterprise Fund 710001.

Table 4

Cost Center & Fund #	OPP Eligibility Percent[1]	Personnel Expense (PE) Non-Personnel Expense (NPE)	Description
2115111113 700048	0%	PE and NPE	HHW and Oil Administration, Legislative Analysis, Equip & Supplies, Ed & Outreach and HHWTF Facility Permits
12003324 700048	0 %	PE	HHWTF Operations & Permits
12003325 700048	0 %	PE	HHWTF Contract Management/SLA Reports
12003326 700048	0 %	PE	HHWTF Education & Media Development
AA1000313-14 710001	100%	PE	Oil Grant Administration / Planning and Management /HHWIE & Conference attendance
AB1000313-14 710001	100%	PE	Certified Oil Collection Center Support / Inspections
AC1000313-14 710001	100%	PE	Oil Event Ops / Oil Event Contract Management
AD1000313-14 710001	100%	PE	ESD Hotline Operation
AE1000313-14 710001	100%	PE	Oil Media Development (Public Education) Contract Management
BA1000313-14 710001	100%	NPE	HHWTF Oil Ops Contractor / HHWTF Oil & Oil Filter Disposal Costs
BB1000313-14 710001	100%	NPE	Oil Program - Oil Event Ops Contractor-Event Oil & Oil Filter Disposal Costs/Oil Event Permit Fees
BC1000313-14 710001	100%	NPE	Oil Program – Mass Media
BD1000313-14 710001	100%	NPE	Premiums / Materials / Giveaways to promote oil recycling
BE1000313-14 710001	100%	NPE	So. CA State HHW Info Exchange registration, HHW Conference Registration and Travel Costs

[1] The percentage of OPP eligible costs reflects the FY14 actuals.

ESD will invoice each Client Department for its share of costs as outlined in F.1 with the Client Departments charging their costs using the following accounting:

For T&SWD:

Table 5

Fund	100000
Fund Center	2116
Cost Center	2116121212
GL Account	512114
Internal Order	21002603

For PUD:

Table 6

Fund	700000
Fund Center	2000
Cost Center	2000160011
GL Account	512114
Internal Order	21003171

F.3 Accounts Receivable Invoice Method

Client Departments will be billed by SAP Accounts Receivable (AR) invoice. The ESD will provide the Client Departments the invoice with a cost detail and the data sources used for a five (5) day preview to Client Department's Budget Analyst prior to entering the invoice into the SAP AR system. The Client Department can request additional time from ESD to preview and comment on the invoice. Client Departments may request an adjustment or edit to the invoice and ESD will respond to the request. The AR invoice will have a due date of 5 days payment after initiation into the SAP AR invoice system.

The ESD requires Client Departments provide, within 10 days of invoicing, the SAP AR payment documentation number to verify the payment process was completed.

The Office of the City Comptroller will likely not post the end-of-year FY15 expenditures, revenue, or OPP credits when ESD issues the invoice for FY15. ESD will estimate total expenditures for the FY15 when invoicing for FY15. A final invoice for FY15 expenditures will be issued in FY16 and will include the final FY15 expenditures, revenue, and OPP credits not previously included in the FY15 invoice issued.

F.4 Auditing

The Purchasing & Contracting Department will conduct periodic audits of SLA records upon request. The Service Provider and Client Departments shall make available to Purchasing & Contracting Department staff documentation supporting adherence with the

terms and conditions of the SLA within thirty (30) calendar days from written request. In addition, PUD or T&SWD may conduct an audit of the Service Provider.

G. DISPUTE RESOLUTION PROCESS

Every effort will be made by all parties to this agreement to insure that disputes do not occur. In the event that a dispute arises, discussions should occur through the proper chain of command through the Department Director level until the dispute is resolved. Should resolution not be achieved through this process, the default process defined in Section H will be initiated.

H. CITY-WIDE DEFAULT PROCESS

A default may occur when either the Service Provider or Client fails to perform its responsibilities as defined and agreed upon in this SLA. In the event of a default, payment for services should be suspended until a resolution has been reached by the following procedure.

The initiating Department shall provide written notice of default to the violating Department within ten (10) business days of its discovery, with a copy sent to the Director of the Purchasing & Contracting Department. The recipient of the written notice has ten (10) business days after receipt of the default notice to respond to all parties in writing with a plan of resolution. The initiating Department shall review this plan and notify the violating Department within 10 business days of receipt of the response if the plan is not sufficient. The violating Department shall have forty-five (45) business days after receipt of the written notice or approval of the plan of resolution (whichever occurs later) to correct the deficiency. If, in the opinion of the initiating Department, the default has been corrected within the forty-five (45) business days of the notice of default or approval of the plan of resolution (whichever occurs later), the SLA shall continue. If, in the opinion of the initiating Department, the default has not been corrected, a meeting between Directors, or appointed designees of both departments shall be held to discuss the issue.

The Client Department shall also maintain a record of all noted violations to the SLA. If such records demonstrate a consistent pattern of behaviors/practices that are inconsistent with the provision of the SLA or other City policy, written notices will be provided by the Client Department to the Deputy Chief and Purchasing & Contracting for remedial action up to and including canceling the agreement. If canceling the SLA will result in significant budgetary impacts to either party, all parties will be notified prior to cancellation.

If in auditing the records of the Service Provider and Client Departments, Purchasing & Contracting identifies deficiencies in record-keeping of service levels, written notification of violations will be issued. The recipient of the notice of violation will have ten (10) working days from receipt of the notice to provide a written plan for resolution within forty-five (45) working days. Failure to remediate noted deficiencies and/or consistent patterns of behaviors/practices that are inconsistent with the terms of the SLA or other City policies will be reported to the non-compliant department's Deputy Chief. Purchasing & Contracting also has the right to recommend termination of the agreement. All such recommendations shall be forwarded to the Chief Operating Officer.

SIGNATURES

Approved by the Service Provider – Environmental Services Department:

4/23/14

Chris Gonaver, Director
Environmental Services Department

Date

Approved by the Client Department – Transportation and Storm Water Department:

5/9/14

Kris McFadden, Director
Transportation and Storm Water Department

Date

Approved by the Client Department – Public Utilities Department:

6/2/14

Halla Raza, Director
Public Utilities Department

Date

ATTACHMENT 1

Household Hazardous Waste Program Information

Definition of Household Hazardous Waste

Household hazardous waste (HHW) includes products classified by the California Department of Toxic Substances Control (DTSC) and used in the home setting for maintenance of the home yard, pool and vehicle. These products contain corrosive, toxic, ignitable, or reactive ingredients such as paints, car-care products, pesticides, home-maintenance products, and pool chemicals.

Since 2006, DTSC added groups of waste to the HHW categories. These new groups include universal waste such as fluorescent light bulbs and consumer batteries, and home-generated sharps/needles. The addition of universal waste and home-generated sharps to HHW dramatically increased the volume of HHW collected and the costs of collection and disposal.

History

Beginning in FY85, Council approved the City's participation in a new Regional HHW Program managed by the County of San Diego. The City's funding departments at that time were the Water Department (becoming the Public Utilities Industrial Waste Program) which budgeted for the County's expenditures, and Fire Department which provided contract oversight.

Beginning in FY90, the responsibility for City's oversight of the County HHW contract was reassigned from the Fire Department to Waste Management Department [becoming Environmental Services Department ESD)] Hazardous Materials Management Program.

The Regional HHW Program promoted the availability of private resources for recycling used oil, antifreeze, vehicle batteries and oil filters to increase the convenience to residents and as a cost avoidance measure to the HHW Program. Independently, ESD contracted with a vendor to operate the Miramar Recycling Center for collection and recycling of recyclable wastes including used oil. This center accepted used oil until the City constructed its HHW transfer facility.

In 1992, the City began to transfer the responsibility for managing Program components from the County to the City/ESD. By 1995, the City no longer contracted with the County for HHW Program services. ESD contracted directly with a licensed hazardous waste vendor for the collection and disposal services, and directly with the County's public education and outreach vendors. The collection services included eight (8) one-day full service collection events for HHW, pick up services at the home for elderly and disabled, and by appointment drop-off services at the collection services vendor's licensed and permitted location in Chula Vista [This facility closed in 1997].

In 1995, ESD also added eight (8) auto product recycling events to its HHW collection services as State grants became available to fund those activities.

In December 1998, ESD and PUD shared equally in the combined total of $1,468,000 HHW Program CIP costs for the building of the HHW Transfer Facility (HHWTF). In November 1999, the City opened its HHWTF for weekly service with ESD and PUD sharing the operating costs. This facility replaced the eight annual one-day full service HHW collection events where all types of residential waste were collected from residents.

In the early 2000's, the City internalized the public outreach by eliminating external contracts and budgeted one Information clerk for HHW hotline services and assigned outreach and publicity elements to ESD's Public Information Office staff with assistance from HHW Program staff. ESD staff maintained

and updated the City's website related to HHW Program services and referrals to other websites and programs for other available services such as private-sector locations accepting HHW.

The FY99 budget allocations for the HHW Program increased by $126,000 for each Department to $626,000 for both ESD and PUD to reflect costs related to the weekly HHWTF operations.

In FY07, the fiscal responsibility for the management of the HHW Program became equally shared by three departments: ESD [for diversion from the landfill], General Services Storm Water Pollution Prevention Division (to become the T&SWD) [for diversion from the ground and storm water], and the PUD Environmental Monitoring and Technical Services [for diversion from the sewer system]. A Service Level Agreement (SLA) was established with $500,000 being funded by each department for a total of $1,500,000 budget and ESD was identified as the Service Provider.

In FY10, T&SWD reduced the SLA funding level to $350,000 and stipulated that funding was for HHW disposal activities only. The reasoning given by staff for the reduced funding was that their Storm Water Program outreach activities provided the HHW Program with $150,000 of in-kind education and outreach activities.

In FY12, ESD expanded residential collection service to include bulbs and consumer batteries at the eight (8) annual auto product recycling events by funding the additional costs for collection staff at these State grant funded events. Residential service was also expanded to collect bulbs and consumer batteries at ESD solid waste collection events when appropriate. Cost savings and customer convenience were demonstrated with the implementation of these expanded services.

In FY13, ESD and PUD agreed to increase their HHW Program funding by a 3.5% CPI for FY14.

FY15 HHW Program Activities and Staff Responsibilities

HHW Transfer Facility

- Open 47 Saturdays a year from 9:00am to 3:00pm by appointment.
- Serve City of San Diego residents that do not make an appointment.

HHW Events

- Eight (8) Auto Product/Universal Waste (bulbs and batteries only) events are schedule each year in various locations around the City.
- Two (2) Universal Waste (bulbs and batteries only) events are scheduled in coordination with ESD solid waste bin-style neighborhood collection activities when space and location are appropriate for a successful event. Additional events may be scheduled if funding is available.

Home Collection Services - Door-to-Door Collection and Sharps Mail-Back Program

- Provide door-to-door HHW collection or two (2) sharp (needle/syringe) mail-back kits for disabled or elderly residents without transportation options.
- Provide door-to-door HHW collection to residents with large volumes or large containers of HHW which is unsafe to transport and against regulation to transport to the HHWTF.

New Collection Services

- Implement an Inter-jurisdictional HHWAgreement with Chula Vista to provide HHW collection services for residents in the southern areas of San Diego.
- Provide home-generated sharps collection services by installing a collection kiosk at the Mid-City and Southeastern Police Stations. If successful, this collection opportunity may be expanded to additional City facilities.

HHWTF Operations/Disposal Contractor - Clean Harbors Environmental
(Note: HHW RFP will be released March 2014 and a new contract awarded pending review, estimate June 2014.)

- Provide personnel and supplies to collect HHW on each Saturday at the HHWTF, and at the auto product and universal waste collection events.
- Transports all HHW collected to approved recycling or disposal facilities.
- Provide personnel and supplies to collect HHW at the resident's home.
- Process City's request and provide sharps mail-back kits directly to residents.

Education Component - ESD Hotline Staff

- Schedule appointments.
- Provide residents guidance on safe transportation of HHW as required by regulation.
- Provide residents with private or other jurisdiction HHW disposal resources as appropriate.
- Screen and identify potential unacceptable HHW and business waste.
- Log and refer unusual and business waste to ESD HHW Inspectors for follow up.
- Identify and forward door-to-door service requests to HHW inspectors

Outreach/Education Component – Public Information Officer and ESD HHW Inspectors

- Design, organize, and coordinate media activities for HHWTF and events, including press events; media advisories; radio, newspaper, and TV interviews; community calendars; City TV advertising; and other regional outreach activities
- Design and maintain social media (Facebook and Twitter) accounts and outreach for HHWTF and events.
- Design and implement media outreach including paid print ads and inserts in local print media; direct mailings such as postcard and water bill inserts.
- Outreach to businesses, non-profits, and other interested parties to assist distributing HHW Program information.

Technical Oversight – ESD HHW Inspectors and Supervisor

- Act as Assistant Site Manager during HHWTF and event operations.
- Obtain/maintain various state and local permits for the operation of the HHWTF and events.
- Maintain and update HHWTF and event operations plans and other regulatory documents.
- Respond to regulatory inspections at HHWTF and events.
- Track and manage HHW disposal documentation and regulatory required tracking.
- Track HHW tonnage collected and resident participation and surveys.
- Provide training and technical support to ESD hotline staff.
- Assist residents with the proper disposal of unusual HHW or unacceptable HHWTF wastes.
- Verify eligibility and approve door-to-door and sharps mail-back service requests.
- Control HHWTF appointments and prepare operational paperwork each week.
- Complete annual negotiations and contracting with Clean Harbors and ongoing contract management including reviewing and approving monthly invoices.
- Submit mandated annual tonnage report to the State and other outside regulatory agencies.
- Design and implement media outreach such as postcards, facility flyers and educational flyers.

Administrative Activities – ESD Administrative Aide, HHW Inspectors, Supervisor, Deputy Director, Budget Analyst

- Prepare and present all City Council actions required for HHW Program contracting, State grants, and third party HHW disposal agreements.
- Prepare, execute and monitor all Purchasing, Office of the City Comptroller requirements to contract with HHW Program service providers, State grant funds, and third party contracts for HHW disposal agreements.

- Track State grant expenditures and maintain required records to meet grant funding and audit requirements.
- Pay all HHW Program invoices and related expenses.
- Track HHW Program expenditures and maintain records for SLA, complete SLA invoicing and performance measures.
- Attend required State meetings and conference for HHW and oil grant activities
- Coordinate with regional jurisdictions for HHW Program activities and new regulations.

ATTACHMENT 2

HOUSEHOLD HAZARDOUS WASTE PROGRAM
SLA OUTPUT MEASURES FOR FY 2015

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Yr-to-Date	GOAL	Unit/ Measure	% Goal Attained	% Yr Done
HHW Collection																	
1. Days of Operation																	
HHWTF Services	0	0	0	0	0	0	0	0	0	0	0	0	0	48	Days Open	0%	0%
Auto Product Events	0	0	0	0	0	0	0	0	0	0	0	0	0	8	Events	.0%	0%
2. City Residents Served	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6,000**	**Homes**	**0%**	**0%**
via HHWTF	0	0	0	0	0	0	0	0	0	0	0	0	0				
via Auto Events	0	0	0	0	0	0	0	0	0	0	0	0	0				
via Door-to-Door	0	0	0	0	0	0	0	0	0	0	0	0	0				
3. Tons Diverted	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0**	**300**	**Tons**	**0%**	**0%**
via Auto Events	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0				
via HHWTF – City Residents only	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0				
HHW Outreach																	
1. Phone room Operation																	
No of Calls	0	0	0	0	0	0	0	0	0	0	0	0	0	Total			
2. Materials (In Thousands)																	
HHWTF flyers	0	0	0	0	0	0	0	0	0	0	0	0	0				
Direct Mail	0	0	0	0	0	0	0	0	0	0	0	0	0				
Water Bill	0	0	0	0	0	0	0	0	0	0	0	0	0				
PennySaver Insert	0	0	0	0	0	0	0	0	0	0	0	0	0				
Union Tribune Insert	0	0	0	0	0	0	0	0	0	0	0	0	0				
Postcards	0	0	0	0	0	0	0	0	0	0	0	0	0				
Ad Placements	0	0	0	0	0	0	0	0	0	0	0	0	0				