



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: March 3, 2011 REPORT NO: 11-035
ATTENTION: Natural Resources and Culture Committee
SUBJECT: Second Amendment to Contract with Clean Harbors
for Household Hazardous Waste Services

REQUESTED ACTION:

1. Authorize the Mayor, or his designee, to execute a Second Amendment to the Agreement with Clean Harbors Environmental Services, Inc., for Household Hazardous Waste Collection and Disposal Services for a term of fifteen (15) months from July 1, 2011 to September 30, 2012.
2. Authorize the Chief Financial Officer to expend an amount not to exceed \$921,250 for the term of the Second Amendment, contingent on the City Council's adoption of the Appropriations Ordinance and the Comptroller's certification that funds necessary for this expenditure are, or will be, on deposit in the City Treasury.

STAFF RECOMMENDATION: Approve the requested actions.

SUMMARY:

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. After a competitive process, Clean Harbors Environmental Services, Inc. (Clean Harbors) was awarded a one-year contract in 2009 (Request for Proposal No. 9639-09-W) to provide HHW collection activities and disposal services for City residents. The contract included an option to renew the contract for up to four (4) additional one-year periods. On May 25, 2010, Council approved a First Amendment to the contract for a one-year term ending June 30, 2011.

The Environmental Services Department recommends that Council approve the Second Amendment to the Clean Harbors Agreement for a term of fifteen (15) months. This extended term will place the timing for the renewal of the contract in line with the City's budget process and the adoption of the Annual Appropriations Ordinance. This will provide a seamless transition to the new contract year for the Household Hazardous Waste Transfer Facility (HHWTF) operations.

BACKGROUND

CalRecycle (formerly the California Integrated Waste Management Board) was the lead State agency to enforce the 1989 California Integrated Waste Management Act (AB 939). As a follow-up to AB939, the State required passage of a regional Household Hazardous Waste Element (HHWE). The Council approved the City of San Diego's HHWE in July 1992.

The City's HHWE identifies how to achieve the safe collection, recycling, treatment, and disposal of household hazardous wastes. The City collects and appropriately handles household hazardous waste in three ways. The first is the permanent HHWTF at the Miramar Landfill that opened in November 1999. This facility significantly improved the effectiveness of the program, and is a key part of the City's HHWE. Since its opening, the HHWTF has served more than 87,700 residents and 8,970,000 pounds of HHW have been collected. Without this safe alternative, the hazardous waste would have entered the Miramar Landfill, the sewer system, or storm drains. The second component of the HHW Program is eight one-day auto product-recycling events held annually to collect used oil, oil filters, automotive batteries, and antifreeze. The third component is the City's Hazardous Substances Load Check Program at the Miramar Landfill that detects and deters the disposal of a variety of unacceptable waste, including HHW.

HHWs are leftover or unused products used in a residential setting for the maintenance of a home, yard, pool, or vehicle. Because of their quantity, concentration, physical or chemical characteristics, HHWs pose a hazard to human health or the environment when improperly managed or disposed. Examples of common HHWs include car-care products, cleaning products, paints, pesticides, pool chemicals, light bulbs, and batteries. Nearly 83% of the HHW collected through the Program is recycled. For example, used motor oil is re-refined, metals and acids are recovered from lead-acid batteries, and latex paint is mixed together for re-use or is used as a cement additive.

The City has seen the cost for collection and disposal of HHW *decrease* from a high of \$126 per home in 1999 to \$58 per home in 2010. These decreased costs are due to efficiencies that City staff and Clean Harbors have implemented in the operation of the HHWTF.

DISCUSSION

On April 15, 2009, the City issued RFP No. 9639-09-W for contract services to provide the staff, equipment, and disposal services for the operation of the HHWTF, home pick-up of HHW from residents with special needs, and auto product recycling events; and hazardous waste disposal services for the Miramar Landfill Load Check Program for fiscal year 2010. The RFP contemplated an initial one-year term with options to renew the Agreement for up to four (4) additional one-year periods. The City awarded the contract to Clean Harbors and the total contract value for FY 2010 was not to exceed \$737,000. Council authorized execution of the First Amendment to the Agreement on May 25, 2010 to provide a continuation of the same services for an additional year with a FY 2011 contract total not to exceed \$737,000.

Clean Harbors continues to work with City staff to provide convenient, safe, reliable, and cost effective HHWTF and recycling event collection services for San Diego residents. Clean Harbors shows flexibility in meeting the City's requirements by providing home collection services on short notice in order to meet the special needs of residents and accepting unusual chemicals from households.

Staff recommends that the Clean Harbors contract be renewed for a term to fifteen months (15) for a total contract amount of \$921,250 using a prorated annual contract total. This extended second term will place the timing of the renewal in line with the City's budget process and adoption of the Annual Appropriations Ordinance, and provide for a seamless transition to the new contract year in regards to HHWTF operations.

If renewal of the contract is not approved, then the HHWTF will not be available to San Diego City residents until the contract is approved or the City completes a new RFP process. The current contract with Clean Harbors expires on June 30, 2011. This Agreement can be terminated for convenience. The General Provisions provide that: "The Purchasing Agent, by written 30 day 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."

FISCAL CONSIDERATIONS:

A formal Service Level Agreement (SLA) between Environmental Services, Public Utilities, and Storm Water Service provides funding for the program. Additional funding is provided from a Used Oil Block Grant and Used Oil Payment Program awarded annually by CalRecycle.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:

- REPORT NO: 95-158, Approval of the Household Hazardous Waste Element for the City of San Diego, July 5, 1995
- REPORT NO: 00-142, Household Hazardous Waste Agreements, July 24, 2000
- REPORT NO: 05-087, CA Integrated Waste Management Board HHW/Used Oil Recycling Grants and Agreements for FY 2006 – FY 2008, April 18, 2005
- REPORT NO: 06-113, Household Hazardous Waste Agreement, August 8, 2006
- REPORT NO: 09-089, CA Integrated Waste Management Board HHW/Used Oil Recycling Grants/Agreements for FY2009 - FY2011, July 29, 2008
- REPORT NO: 10-035, Household Hazardous Waste Services Contract Renewal, March 10, 2010
- REPORT NO: 10-044, Used Oil Recycling Grants and Agreements for FY2011 through FY2015, April 6, 2010

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders affected by the services are City of San Diego residents. The approval of the Clean Harbors contract renewal would result in a seamless continuation of HHW collection and disposal services with no adverse impact to City residents.



Chris Gonaver
Environmental Services Director



Jay M. Goldstone
Chief Operating Officer

- Attachments:
1. Agreement between City of San Diego and Clean Harbors Environmental Services (2009)
 2. First Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services (2010)
 3. Proposed Second Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services (2011)

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

SECOND AMENDMENT TO

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This Second Amendment to Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc., [Second Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Second Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY entered into Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., to provide household hazardous waste services [Agreement], which is on file in the Office of the City Clerk as Document No. C-15000. The initial term of the agreement was for one year, beginning July 1, 2009, with options to renew for up to four additional one-year periods. The CITY subsequently entered into an amendment to the Agreement (First Amendment) for one year, beginning July 1, 2010. A true and correct copy of the First Amendment is attached hereto as Exhibit A; and

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.

- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, the Contractor has provided satisfactory performance during the initial term and first one-year renewal of the Agreement.

WHEREAS, the First Amendment term ends June 30, 2011, and the City wishes to exercise its option to renew the Agreement for an extended fifteen (15) month period to accommodate the budget process and timing of the adoption of the CITY Appropriations Ordinance.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2011 – June 30, 2012 to address the proper disposal and recycling of used oil and oil filters generated from residents.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Used Oil Recycling Block Grant and Oil Payment Program, the acceptance of which was authorized by City Council Resolution R-305895, adopted on June 17, 2010.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A. Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute revised Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDF) Exhibit 4c for the First Amendment Exhibit 4c.

Substitute revised Clean Harbors' EOCP Work Force Report Exhibit 5 for the First Amendment Exhibit 5.

Substitute Clean Harbors' Rate Schedule (2011 – 2012) Exhibit 6 for the First Amendment Exhibit 6.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning July 1, 2010 through and including June 30, 2011. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for fifteen (15) months beginning July 1, 2011 through and including September 30, 2012. This Agreement shall be effective on the date executed by the last party to sign it.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount for the term of the First Amendment shall not exceed \$737,000.

To: The total contract amount for the term of the Second Amendment shall not exceed \$921,250.

4. Agreement Provisions, New Section F: Equal Benefits

Add:

This Agreement is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the SDMC. In accordance with the EBO, the Company shall certify that it will provide and maintain equal benefits as defined in SDMC §22.4302 for the Term of this Agreement. [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. Company 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.”

Company also must give the City access to documents and records sufficient for the City to verify the Company is providing equal benefits and otherwise complying with EBO requirements. The 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.

This Second Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The Second Amendment shall be effective on the date signed by the last party to execute it.

IN WITNESS WHEREOF, this Second Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

City of San Diego,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: Tom Blair

Title: _____

Title: Deputy Environmental
Services Director,
Grant Signature Authority

Date: _____

Date: _____

City of San Diego,
A Municipal Corporation

By: _____
Hildred Pepper
Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Second Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this _____ day of _____, 2011.

JAN GOLDSMITH, City Attorney

By: _____
Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

Exhibit A: FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Revised Exhibit 4c: CLEAN HARBORS' List of Treatment, Storage and Disposal Facilities

Revised Exhibit 5: CLEAN HARBORS' completed EOCP Work Force Report

Revised Exhibit 6: CLEAN HARBORS' Rate Schedule (2011 – 2012)

Revised Exhibit 9: CLEAN HARBORS' Certificate of Insurance

DUPLICATE

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This First Amendment to Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc., [First Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This First Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, on July 2, 2009, the CITY executed the Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc. [Agreement] to provide household hazardous waste collection and disposal services to the CITY. The Agreement is attached hereto as New Exhibit A and incorporated by reference in full herein.

WHEREAS, the initial term of the Agreement was for one year, beginning July 1, 2009, and the Agreement provides for options to renew the Agreement for up to four (4) additional one (1) year periods.

WHEREAS, the Contractor has provided satisfactory performance during the initial term of the Agreement.

WHEREAS, the original Agreement term ends June 30, 2010, and the City wishes to exercise its option to extend the Agreement for an additional one-year period.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2010 – June 30, 2011 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A. Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute revised Exhibit 4c, and revised Exhibit 5 for original Exhibit 4c and original Exhibit 5 respectively.

Substitute Clean Harbors' Rate Schedule as Substitute Exhibit 6 for Clean Harbors' Price Proposal original Exhibit 6.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for one year beginning July 1, 2010 through and including June 30, 2011. This Agreement shall be effective on the date executed by the last party to sign it.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount shall not exceed \$737,000.

To: The total contract amount for the term of the First Amendment shall not exceed \$737,000.

4. Agreement Provisions, New Section E: Designation of Contacts:

Add: Clean Harbors Contract Administrator: Dave Cochran

Add: Clean Harbors Contract Manager: Timothy Lee

Add: City of San Diego Contract Administrator: Tom Blair, Deputy Environmental Services Director

Add: City of San Diego Contract Manager: Linda Pratt, Program Manager

This First Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The First Amendment shall be effective on the date signed by the last party to execute it.

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. R.305869 authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

By: 

Name: DAVE COCHRAN

Title: GENERAL MANAGER

Date: 4/20/10

City of San Diego,
A Municipal Corporation

By: 

Name: Tom Blair

Title: Deputy Environmental
Services Director,
Grant Signature Authority

Date: 6/14/10

City of San Diego,
A Municipal Corporation

By: Hildred Pepper Jr
Hildred Pepper
Director, Purchasing and Contracting

Date: 6/15/10

I HEREBY APPROVE the form and legality of the foregoing First Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this 24th day of June, 2010.

JAN GOLDSMITH, City Attorney

By: Grace C. Lowenberg
Grace C. Lowenberg
Deputy City Attorney

RESOLUTION NUMBER R- 305869

DATE OF FINAL PASSAGE JUN 09 2010

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING A
FIRST AMENDMENT TO THE AGREEMENT WITH CLEAN
HARBORS FOR DISPOSAL OF HOUSEHOLD HAZARDOUS
WASTE AND AUTHORIZING EXPENDITURE OF FUNDS.

WHEREAS, in July 2009, the City executed an agreement with Clean Harbors Environmental Services, Inc., for the collection and disposal of household hazardous waste, for a term of one year with options to renew the agreement for up to four additional one-year periods; and

WHEREAS, the City wishes to exercise the first option to renew the agreement for one year; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, a first amendment to the agreement with Clean Harbors Environmental Services, Inc., to provide the City with household hazardous waste collection and disposal services for an additional one-year term beginning July 1, 2010, under the terms and conditions set forth in the First Amendment, on file with the City Clerk as Document No. RR- 305869.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$737,000 from the Environmental Services Department (2115) is authorized for the above First Amendment, contingent on Council approval of the Fiscal Year 2011 appropriations ordinance and provided that the City Comptroller first certifies that the funds necessary for this expenditure

(R-2010-738)

are, or will be, on deposit in the City Treasury, to be expended as follows: \$712,000 from Recycling Fund No. 700048; and \$25,000 from Refuse Disposal Fund No. 700039.

APPROVED: JAN I. GOLDSMITH, City Attorney

By Grace C. Lowenberg
Grace C. Lowenberg
Deputy City Attorney

GCL:mb
05/11/10
Or.Dept:ESD
R-2010-738

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of MAY 25 2010.

ELIZABETH S. MALAND, City Clerk

By Elizabeth S. Maland
Deputy City Clerk

Approved: 6-9-10
(date)

Jerry Sanders
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on May 25, 2010, by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, FRYE,
EMERALD, & HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-305869, approved by the Mayor of The City of San Diego,
California on June 9, 2010.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

LIST OF EXHIBITS

- New Exhibit A: AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
- Revised Exhibit 4c: CLEAN HARBORS' List of Treatment, Storage and Disposal Facilities (TSDFs)
- Revised Exhibit 5: CLEAN HARBORS' completed EOCP Work Force Report
- Substitute Exhibit 6: CLEAN HARBORS' Rate Schedule
- New Exhibit 9: CLEAN HARBORS' Certificate of Insurance

COPY

Document No. C-15000
Filed JUL 06 2009
Office of the City Clerk
San Diego, California

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Agreement is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Agreement describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2009 – June 30, 2010 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant. City Resolution R-300326, adopted on April 18, 2005, authorized the CITY to apply for and accept CIWMB used oil and household hazardous waste grants and authorized the Deputy Environmental Services Director, herein called "Deputy Director," to execute CIWMB grant related contracts. Further, the City Resolution R-300326 authorized staff to implement CIWMB-approved grant activities and agreements contingent upon approval of the Fiscal Year 2009 – 2010 budgets and award of CIWMB grant funding.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

Now, therefore, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AGREEMENT PROVISIONS

- A. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits 1-8 and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.
1. The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services (**Exhibit 1**) for:
 - a. the CITY's permanent HHW collection facility and door-to-door services;
 - b. load check program; and
 - c. recyclable HHW collection events;
 2. The April 22, 2009 Addendum A to the RFP (**Exhibit 2**);
 3. The April 29, 2009 Addendum B to the RFP (**Exhibit 3**);
 4. Clean Harbors' May 15, 2009 Technical Proposal (**Exhibit 4**) in response to the RFP for the three service components including, but not limited to:
 - a. Clean Harbors' List of Subcontractors;
 - b. Clean Harbors' List of Transporters; and

- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);
- 5. Clean Harbors' completed EOCP Work Force Report (Exhibit 5);
- 6. Clean Harbors' Price Proposal (Exhibit 6);
- 7. Clean Harbors' response to letter of clarification, dated May 27, 2009 (Exhibit 7)
- 8. Clean Harbors' response to letters of clarification, dated June 22, 2009 (Exhibit 8)

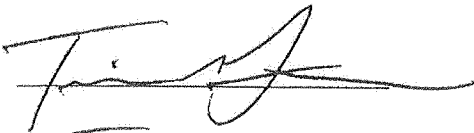
B. This Agreement including all the Exhibits incorporated into this Agreement constitute the entire understanding between the CITY and the Contractor with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supersede any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

C. The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.

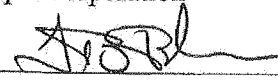
D. The total contract amount shall not exceed \$737,000.

IN WITNESS WHEREOF, the CITY and the Contractor each have caused their duly authorized representatives to execute this Agreement.

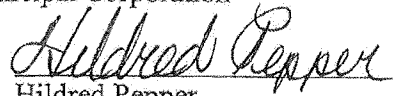
Clean Harbors Environmental Services, Inc.

By: 
 Name: Tim T Smith
 Title: SP VP WEST REGION
 Date: 6/27/2009

City of San Diego,
 A Municipal Corporation

By: 
 Name: Tom Blair
 Title: Deputy Environmental Services Director, Grant Signature Authority
 Date: 6/26/09

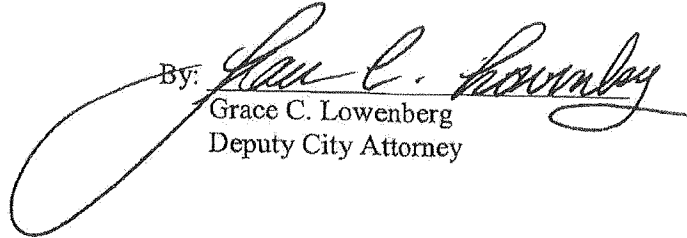
City of San Diego,
 A Municipal Corporation

By: 
 Hildred Pepper
 Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc. this 2nd day of July, 2009.

JAN GOLDSMITH, City Attorney

By: 
Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

Exhibit 1: The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services for:

1. the CITY's permanent HHW collection facility and door-to-door services;
2. load check program;
3. and recyclable HHW collection events;

Exhibit 2: The April 22, 2009 Addendum A to the RFP

Exhibit 3: The April 29, 2009 Addendum B to the RFP

Exhibit 4: Clean Harbors' May 15, 2009 Technical Proposal in response to the RFP for the three service components including:

- a. Clean Harbors' List of Subcontractors;
- b. Clean Harbors' List of Transporters;
- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);

Exhibit 5: Clean Harbors' completed EOCP Work Force Report

Exhibit 6: Clean Harbors' Price Proposal

Exhibit 7: Clean Harbors' response to letter of clarification, dated May 27, 2009

Exhibit 8: Clean Harbors' response to letters of clarification, dated June 22, 2009

B.12.b. Disposal Facilities

The regulated waste collected through the City's HHW Program will be shipped to one of the following Clean Harbors TSDFs:

- Clean Harbors Wilmington, LLC, Wilmington, CA
- Clean Harbors Environmental Services, Inc., Kimball, NE
- Clean Harbors Deer Park, L.P., Deer Park, TX
- Clean Harbors Aragonite, LLC, Aragonite, UT

Upon acceptance at our TSDF, the inbound manifest will be retired and Clean Harbors will assume generator status. The waste will be managed at the receiving TSDF, or sent to a final facility on an outbound manifest listing Clean Harbors as the generator. The table below summarizes the facilities owned and operated by Clean Harbors that are likely to be utilized in the management of the City's waste streams, and the primary waste management methods.

TSDF Summary

Facility Name & Address	Contact	EPA ID Number	Type of Facility	Waste Streams Managed	Management Methods
Clean Harbors Wilmington, LLC 1737 E. Denni Street Wilmington, CA 90744	Brian Olson (310) 835-0775 (310)835-4117 fax	CAD044429835	TSDF	Inorganic corrosives, Oxidizers, non-RCRA wastes, Fuels	Treatment, Consolidation, Transfer
Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	Jared Hunsaker (308) 235-8201	NED981723513	Incinerator	Fuels, Poisons, Oxidizers, Corrosives, Reactives	Incineration
Clean Harbors Deer Park, LP 2027 Battleground Road Deer Park, TX 77556	Dennis Wainwright (281) 930-2300 (281) 930-2316 fax	TXD055141378	Incinerator	Aerosol cans, Gas Cylinders, Fuels, PCBs, Poisons, Oxidizers, Corrosives, Reactives	Incineration
Clean Harbors Aragonite, LLC 11600 N. Aptus Rd. Aragonite, UT 84029	Shawn Raju (801) 323-8168 (801) 323-8877 fax	UTD981552177	Incinerator	Fuels, PCBs, Poisons, Oxidizers, Corrosives, Reactives, Medical waste	Incineration
Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	Ron Hines (870) 864-2217 (870) 864-3730 fax	ARD069748192	Incinerator	Organic mercury, Fuels, Poisons, Oxidizers, Corrosives, Reactives, Gas Cylinders, Aerosols	Incineration
Clean Harbors San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	Christopher Murphy (408) 451-5000 (408) 453-6045 fax	CAD059494310	TSDF	Acids, Bases, Oxidizers, Fuels	Treatment, Consolidation, Fuels Blending
Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	Marianna Buoni (661) 762-6200 (661) 762-7681 fax	CAD980675276	Landfill	Asbestos, Corrosives, Non-RCRA wastes, Toxics, metals	Landfill, Stabilization, Encapsulation, Solidification
Clean Harbors Grassy Mountain, LLC P.O. Box 22750 Salt Lake City, UT 84122	Shane Whitney (801) 323-8900 (801) 323-8714 fax	UTD991301748	Landfill	PCBs, Corrosives, Toxics, metals, Non-RCRA wastes	Landfill, Stabilization, Encapsulation, Solidification
Clean Harbors LaPorte, L.P. 500 Battleground Road La Porte, TX 77571	John Martin (281) 727-7600 (281) 884-7173 fax	TXD982290140	TSDF	Gas Cylinders, Dioxin Precursors	Treatment, Storage, Transfer
Clean Harbors Colfax, LLC 3763 Highway 471 Colfax, Louisiana 71417	Jim Gallion (318) 627-3443 (318) 627-3448 fax	LAD981055791	TSDF	Explosives and Energetic Reactives	Open Burn

The recycling facilities summarized below may be utilized for recycling select waste streams, typically after being received at a Clean Harbors TSDF. Please note that Clean Harbors reserves the right to utilize other approved facilities within the Clean Harbors network or other audited and approved third-party facilities. All Clean Harbors approved disposal and recycling facilities are selected through a stringent internal and external compliance audit to ensure that all applicable permits, licensed, and financial assurances are met. A complete list of Clean Harbors approved suppliers can be provided upon request.

HHW Recycling Facility Summary

Facility Name & Address	Contact	EPA ID Number	Type of Facility	Waste Streams Managed	
Kinsbursky Brothers, Inc. 1314 N. Lemon St. Anaheim, CA 92801	Paul Johnson (714) 738-8516 (714) 441-0857 fax	CAD088504881	Recycler	Recyclable Batteries, Precious Metals	Recycling, Reclaim
Toxco, Inc. 8090 Lancaster Newark Rd Baltimore, OH 43105	Ed Green (877)-461-2345	OHR000038513	Recycler	Recyclable Batteries	Recycling, Reclaim
INMETCO Rt. 448, P.O. Box 720 Eliwood City, PA 16117	Bernie Frank (724) 758-2800	PAD087561015	Recycler	NiCad batteries, Nickel Metal Hydride batteries, Alkaline Batteries	Recycling, Reclaim
Bethlehem Apparatus Co., Inc. 2890 Front Street Hellertown, PA 18055	Bruce Lawrence (215) 838-7034	PAD002390961	Recycler	Mercury, Mercury compounds, Mercury batteries	Retort
Mercury Waste Solutions Inc. 21211 Durand Ave Union Grove, WI 53182	Jim Cornwell (262) 878-2599 (262)878-2699 fax	URR000000356	Recycler	Mercury, Mercury compounds, light ballasts	Retort
Veolia ES Technical Solutions LLC 5736 West Jefferson Phoenix, AZ 85043	Michael Dezelon (602) 233-2955	AZ0000337360	Recycler	Mercury, Mercury compounds, light bulbs, batteries	Recycling, Reclaim
Electronics Recyclers International, Inc. 2860 S. East Avenue Fresno, CA 93725	Aaron Blum (559) 442-3968 (559) 442-3999 fax	CAL000293898	Recycler	Computers, Monitors, TVs, printers, phones, fax machines, copiers, stereo equipment	E Waste de- manufacturing and Recycling
E-World Recyclers 2480 Ash Street Vista, CA 92081	(714) 744-1036	None	Recycler	CRTs, Electronic Waste	Recycling, Reclamation
WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	Regina Reiser 484-322-0300	AZD982434185	Recycler	Light bulbs, Light ballasts, Electronic Waste	Recycling, Reclaim
All Safe Fire & Security 915 Washington Avenue, North Minneapolis, MN 55401	Mike Stich (612) 332-3473	MNR000001164	Recycler	Fire extinguishers, Freon cylinders, propane cylinders	Recycling, Reuse
Amazon Environmental, Inc. 6688 Doolittle Avenue Riverside, CA 92503	Lewis Perales (951) 588-0206	CAR000179218	Recycler	Latex Paint, Cement, Stucco, Wash Waters	Recycling, Reuse
DeMenno/Kerdoon 2000 N. Alameda St. Compton, CA 90222	Peggy Zimmerman (310) 537-7100 (310) 639-2946 fax	CAT080013352	Recycler	Oily Water, Waste Oil, Antifreeze	Recycling, Treatment
Filter Recycling Services, Inc. 180 West Monte Ave., No. A Rialto, CA 92324	David Raines (909) 873-4141 (909) 421-1588 fax	CAD982444481	Recycler	Used Oil Filters, Latex Paint, Non-RCRA wastes, non-hazardous wastes	Recycling, Reuse
Universal Cylinder Exchange 692 North Cypress Street Orange, CA 92867	(714) 744-1036	None	Recycler	Universal waste gas cylinders, Freon	Recycling, Reuse



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Clean Harbors LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 42 Longwater Dr.

City: Norwell State: MA 02061 County _____

Telephone Number: (781) 792-5000 Fax Number: () _____

Name of Company CEO: Allan McKim

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

Address: 9369 Dowdy Dr. ste H

City: San Diego County: San Diego State: CA Zip: 92126

Telephone Number: (858) 547-3100 Fax Number: (858) 547-3146

Type of Business: Environmental Type of License: _____

The Company has appointed: Wendy Asnes

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 Dr. Norwell, MA 02061

Telephone Number: (781) 792-5000 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 Clean Harbors Environmental

Norfolk (County), Mass (State) hereby certify that information provided

herein is true and correct. This document was executed on this 14 day of April, 2010

Wendy Asnes
 (Authorized Signature)

Wendy Asnes
 (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Clean Harbors DATE: 7-14-10
 OFFICE(S) or BRANCH(ES): San Diego 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

ADMINISTRATION 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)
	Management & Financial													
Professional											5	2		
A&E, Science, Computer														
Technical														
Sales					1						3	2		
Administrative Support				1				1						
Services														
Crafts	2		13	1	3	1					8	4		
Operative Workers	1		3								1			
Transportation														
Laborers*														

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

Totals Each Column	3	0	16	2	4	1	0	1	0	0	17	8	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 52

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- (1) Black, 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	[]													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (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 consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.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 If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{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 A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

2010 – 2011 HHW SERVICES RATE SCHEDULE

I. PRICING PAGES

- Form 1: Price Proposal for Labor and Mobilization
- Form 2: Price Proposal for Transportation and Disposal
- Form 3: Price Proposal for Materials, Supplies, and Miscellaneous Items
- Form 4: Supplemental Price Proposal for Unacceptable HHWs

2010 – 2011 HHW SERVICES RATE SCHEDULE

FORM 1: PRICE PROPOSAL FOR LABOR AND MOBILIZATION

1. Labor - Hourly Rates¹

Position	Standard Hourly Rate (Mon.– Sat.)	Overtime ² Hourly Rate (if applicable)	Holiday ³ Hourly Rate (if applicable)
Site Manager	\$43.00	\$64.00	\$86.00
Chemist	\$37.00	\$52.00	\$70.00
Technician (40-hour)	\$30.00	\$43.00	\$57.00
Laborer (24 or 40-hour)	\$27.00	\$40.00	\$53.00
Laborer (non-24/40 hour)	\$26.00	\$39.00	\$51.00
Survey/Traffic	\$26.00	\$39.00	\$51.00

¹ Labor rate shall include all personal protective equip, eye protection, respirators, gloves, traffic vests, and any other items to perform activities covered under this RFP.

² Any overtime activity performed under this agreement must be pre-approved by the City's Contract Manager, Contract Administrator, or designee.

³ Holiday rates will apply on the following Clean Harbors holidays listed below. Holiday rates will apply when the observed holiday falls on a Friday, Saturday, Sunday, or Monday.

- New Years Day - Blackout
- Easter - Blackout
- Memorial Day - Holiday
- Independence Day - Holiday
- Labor Day - Holiday
- Thanksgiving Day - Blackout
- Christmas Day –Blackout

The following holidays will be billed at the holiday rate schedule: Memorial Day, Independence Day and Labor Day. Billable Holiday Rates are based on current paid holiday dates for Clean Harbors and are subject to change.

Notes:

1. 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) staff person is \$180/day for oil and oil filter related activities.
2. For each non-eligible participant that Clean Harbors staff accepts as a drop-in at the HHW facility, the City will provide a copy of the supporting documentation and Clean Harbors will credit the monthly invoice at the rate of \$64 per non-eligible participant based on the average cost per participant for fiscal year 2008-2009. This rate will be reviewed every 6 months and revised if needed

2010 – 2011 HHW SERVICES RATE SCHEDULE

2. PHHWCF Staffing Plan

Proposer will provide a matrix of the minimum of Proposer's staff required to serve residents in a 4-hour and 6-hour operational day.

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
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
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 40-hour)	Survey / Traffic
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

2010 – 2011 HHW SERVICES RATE SCHEDULE

3. PHHWCF Fixed Rate Non-holiday

Participation	4 hrs Non-holiday Fixed Rate		6 hrs Non-holiday Fixed Rate	
	Labor ²	Mobilization ¹	Labor ²	Mobilization ¹
51-100	\$648.00	\$653.00	\$792.00	\$571.00
101-150	\$888.00	\$818.00	\$1152.00	\$735.50
151-200	\$1128.00	\$983.00	\$1332.00	\$818.00
201-250	\$1248.00	\$1065.00	\$1692.00	\$983.00
251-300	\$1396.00	\$1166.00	\$1914.00	\$1084.00

4. PHHWCF Fixed Rate Holiday

Participation	4 hrs Holiday Fixed Rate		6 hrs Holiday Fixed Rate	
	Labor ²	Mobilization ¹	Labor ²	Mobilization ¹
51-100	\$1260.00	\$653.00	\$1548.00	\$571.00
101-150	\$1488.00	\$818.00	\$2232.00	\$735.50
151-200	\$2172.00	\$983.00	\$2574.00	\$818.00
201-250	\$2400.00	\$1065.00	\$3258.00	\$983.00
251-300	\$2680.00	\$1166.00	\$3678.00	\$1084.00

¹Mobilization shall include mobilization and demobilization, set-up, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste acceptance and unloading vehicles, testing, packaging, labeling, loading, identification of unknowns, personal protective equipment, security, signs, spill control and emergency response, traffic control.

²Labor plus Mobilization above will be charged per collection day.

5. Door-to-Door Fixed Rate

Fixed rate applies to mobilization, transportation, equipment, materials, personnel, and demobilization for each residential pickup location.

Rate per stop \$ 100.00

The City reserves the right to use the standard hourly rates to provide pickup services for elderly and disabled residents requesting Door-to-Door services for one (1) HHW container or only one (1) waste stream such as household batteries, lamps, or sharps.

2010 – 2011 HHW SERVICES RATE SCHEDULE

6. Recyclable HHW Collection Events (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
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

7. Recyclable HHW Collection Events (THHWCF) Mobilization and Fixed Costs

Participation ¹	4 hrs Non-holiday Fixed Rate	
	Labor ³	Mobilization ²
51-100	\$744.00	\$2780.00
101-150	\$864.00	\$2885.00
151-200	\$1080.00	\$2974.00
201-250	\$1308.00	\$3273.00
251-300	\$1520.00	\$3500.00
301-350	\$1825.00	\$3650.00
351-400	\$2100.00	\$3850.00

¹The City reserves the right to negotiate supplemental pricing for additional participants.

²Mobilization shall include mobilization and demobilization, set-up, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste acceptance and unloading vehicles, packaging, labeling, loading, identification of unknowns, personal protective equipment, security, signs, spill control and emergency response equipment, traffic control, break and bulking area tent, forklift, port-o-potties, hand washing station, eye wash station, solid waste collection bin,

2010 – 2011 HHW SERVICES RATE SCHEDULE

solid waste disposal, and forklift. Rate includes overhead related to subcontracts and coordination of delivery and removal of all subcontracted equipment and services.

³Labor plus Mobilization above will be charged per collection day.

Notes:

1. Guaranteed early start at 8:30am will be charged an additional \$400.
2. Recyclable Events held in December and January will be given a 2.5% discount.

2010 – 2011 HHW SERVICES RATE SCHEDULE

FORM 2: PRICE PROPOSAL FOR TRANSPORTATION AND DISPOSAL

Waste Category	Disposal Method	Package Method	Container Type						
			5 gal	16 gal	30 gal	55 gal	CQB ¹	CYB ²	Other
Acidic, Liquid/Solid, Inorganic	DI	LP	\$46	\$91	\$116	\$150			
Acidic, Liquid/Solid, Organic	DI	LP	\$46	\$91	\$116	\$150			
Aerosols, Flammable	DI	LO	\$46	\$91	\$116	\$150	\$150	\$459	
Aerosols, Non-Flammable (Corrosive)	DI	LO	\$46	\$91	\$116	\$150	\$150		
Aerosols, Non-Flammable (Poison)	DI	LO	\$46	\$91	\$116	\$150	\$150		
Antifreeze	R								\$.95 _g
Asbestos – friable	L	LO	\$32	\$53	\$75	\$102		\$188	
Basic, Liquid/Solid, Inorganic	DI	LP	\$41	\$61	\$102	\$150			
Basic, Liquid/Solid, Organic	DI	LP	\$41	\$71	\$132	\$150			
Batteries, Lead Acid	R	Pal	0	0	0	0			No Charge
Butane Lighters	DI	LO	\$138	\$276	\$345	\$460			
Butane Lighters	FI	LO	\$138	\$276	\$345	\$460			
Compressed Gas Cylinders: MAPP Gas	FI		0	0	0	0			\$20 ea
Compressed Gas Cylinders: CFCs	R		0	0	0	0			\$90 ea
Crushed/broken fluorescent tubes	R	LO	\$138	\$276	\$345	\$460			
Cyanide, Liquid/Solid	DI	LB	\$70	0	0	0			\$3 per lbs W/ \$70 min
Empty Drum, Non-RCRA (greater than 5 gallon in size, from customer)	R		\$5	\$13	\$21	\$27			\$55
Fire Extinguishers (charged)	R		0	0	0	0			\$20
Flammable Liquid	FI	LO	\$38	\$48	\$91	\$130	\$130		
Flammable Liquid, Toxic	DI	LO	\$41	\$61	\$132	\$182	\$182		
Flammable Solid	DI	LO	\$48	\$75	\$139	\$167	\$167	\$515	
Freon (aerosol can size)	DI	CYL	0	0	0	0			\$6 EA
Fusee (Road Flares)	DI	LO	\$70	0	0	0			
Latex Paint	R	LO	\$36	\$56	\$82	\$112		\$295	
Latex Paint	DI	LO	\$38	\$59	\$86	\$118		\$311	
Latex Paint, PCB Contaminated	DI	LO	\$96	\$258	\$360	\$468			
Lead Paint Waste	DI	LO	\$48	\$118	\$145	\$198			
Mercury Compounds	DI	LP	\$102	\$365	\$628	\$924			
Mercury Compounds	T	LP	\$102	\$365	\$628	\$924			
Mercury, Elemental and devices	R	LP	\$102	\$365	\$628	\$924			
Nitric Acid	T	LP	\$48	\$96	\$122	\$161			
Non PCB Ballasts/Transformers	R	LO	\$87	\$138	\$173	\$230			
Non-RCRA Liquids/Solids	DI	LO	\$46	\$68	\$118	\$135	\$135	\$406	
Non-RCRA Semi-Solids	DI	LO	\$46	\$68	\$118	\$135	\$135		
Non-RCRA Oily Liquids/Solids	DI	LO	\$16	\$68	\$118	\$135	\$135		
Oil Filters	R	LO	\$27	\$53	\$60	\$81	\$81		

2010 – 2011 HHW SERVICES RATE SCHEDULE

Waste Category	Disposal Method	Package Method	Container Type						
			5 gal	16 gal	30 gal	55 gal	CQB ¹	CYB ²	Other
Oil-Based Paint	FI	LO	\$38	\$43	\$91	\$113		\$300	
Oil-Based Paint	DI	LO	\$38	\$43	\$91	\$113			
Organic Peroxide, Type D, Liquid/Solid	DI	LP	\$70						\$70 MIN
Oxidizing Liquid/Solid, Acidic	DI	LP	\$43	\$64	\$134	\$182			
Oxidizing Liquid/Solid, Basic	DI	LP	\$43	\$64	\$134	\$182			
Oxidizing Liquid/Solid, Neutral	DI	LP	\$43	\$64	\$134	\$182			
PCB Ballasts/Transformers	R	LO	\$161	\$311	\$403	\$537			
Pharmaceuticals, prescription and over-the-counter medications	DI	LP	\$43	\$64	\$139	\$182			
Propane Cylinders - 5 gallon size	R	CYL							\$15 ^{EA}
Propane Cylinders - 1 gallon size	R	CYL							\$4 ^{EA}
Self-Heating Substances	DI	LP	\$70						\$70 MIN
Sharps (Home Generated)	DI	LO			\$251	\$330			
Sharps (Home Generated)	T/L	LO			\$251	\$330			
Toxic Liquid, Flammable	DI	LO	\$43	\$64	\$139	\$182	\$182		
Toxic Liquid/Solid	DI	LO	\$43	\$64	\$139	\$182	\$182	\$521	
Used Motor Oil	R	BU							\$.30 ^G
Used Motor Oil, Contaminated with Chlorinated Substances	DI	LO	\$43	\$96	\$155	\$204	\$204		
Used Motor Oil and Diesel Mixtures	FI	LO	\$27	\$43	\$48	\$75	\$75		
Used Motor Oil and Diesel Mixtures	DI	LO	\$27	\$43	\$48	\$75	\$75		
Used Motor Oil and Water Mixtures	R	LO	\$43	\$64	\$86	\$118	\$118		
Used Motor Oil and Water Mixtures	DI	LO	\$43	\$64	\$86	\$118	\$118		
Water Reactive Liquid/Solid	DI	LP	\$70	\$210					
Universal Wastes									
Batteries- Alkaline	R	LO	\$30	\$51	\$62	\$150			
Batteries- Alkaline	L	LO	\$30	\$51	\$62	\$150			
Batteries – Gel Cell	R	LO	\$43	\$64	\$102	\$145			
Batteries – Lithium	R	LO	\$75	\$182	\$225	\$306			
Batteries – Lithium	DI	LO	\$75	\$182	\$225	\$306			
Batteries – Mercury	R	LO	\$102	\$365	\$628	\$924			
Batteries - NiCad	R	LO	\$48	\$121	\$189	\$261			
Fluorescent bulbs - linear foot	R	BULB							\$.12
Fluorescent bulbs - CFL	R	BULB							\$.50
Fluorescent bulbs – U-shape	R	BULB							\$1.20
Fluorescent bulbs - Circular	R	BULB							\$1.20
Crushed/broken fluorescent tubes	R	LO	\$138	\$276	\$345	\$460			
Light bulbs – HID	R	BULB							\$3.50
Light Bulbs – Mercury Vapor	R	BULB							\$1.00
Light Bulbs – Neon	R	BULB							\$5.00
Light Bulbs - Sodium	R	BULB							\$6.00
Mercury Containing Devices (specify any exclusions)	R	LO	\$102	\$365	\$628	\$924			

2010 – 2011 HHW SERVICES RATE SCHEDULE

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

- ¹ CQB = conquest box/55 gallon fiber board box
- ² CYB = cubic yard fiber board box

Costs are inclusive of transportation and disposal. Transportation and disposal rates will apply to all activities including PHHWCF operations (excluding Door-To-Door and CESQG), Recyclable HHW Collections Events, and Landfill Load check.

Transportation and disposal costs shall be inclusive of the costs of shipping documents; DOT placards, liners, labels and markings; shipping pallets and other packaging materials (other than those specifically excluded); transportation, fuel surcharges, and disposal cost per each waste type and disposal method.

CESQG service will be a fully cost recoverable activity where the CESQG is responsible for all costs associated with the service.

2010 – 2011 HHW SERVICES RATE SCHEDULE

FORM 3: PRICE PROPOSAL FOR MATERIALS, SUPPLIES, AND MISCELLANEOUS ITEMS

Item	Pricing by Container Material Type / Each					Other (specify)
	Metal		Poly		Fiber	
	New	Recon. ¹	New	Recon.		
5 gallon drum – open top	\$15		\$8			
5 gallon drum – closed top	\$15		\$9.50			
5 gallon drum- screw top			\$9.50			
16 gallon drum – open top ²	\$51		\$41			
16 gallon drum – closed top ²	\$32		\$27			
30 gallon drum – open top	\$68		\$43	\$25		
30 gallon drum – closed top	\$61		\$38			
55 gallon drum – open top	\$38	\$31	\$46	\$31		
55 gallon drum – closed top	\$38	\$29	\$35	\$19		
85 gallon drum overpack	\$112		\$112			
Cubic Yard Box – DOT					\$33	
Cubic Yard Box – Non-DOT					\$30	
Fiber Board Box (55 gallon)					\$18	
Fluorescent light box – 4 foot (small capacity box)					\$30	
Fluorescent light box – 4 foot (large capacity box)					\$42	
Fluorescent light box – 8 foot (small capacity box)					\$29	
Fluorescent light box – 8 foot (large capacity box)					\$31	
Pill Box – PG 1 rated					\$25	
Absorbent Pads						\$31
Ultrasorb (or equivalent spill cleanup absorbent)						\$8
Vermiculite						\$15
Visqueen/Poly Sheeting – 6 mil						\$67

¹ Recon. = Reconditioned

² Or equivalent size

All container pricing shall be inclusive of labels and markings, liner and pallet (if applicable), container lid or cover, and fastening hardware.

2010 – 2011 HHW SERVICES RATE SCHEDULE

SUPPLEMENTAL MATERIALS PRICING

	Unit Cost/Type
Absorbent Pads	\$31er bundle
Cubic Yard Box - used	\$25 ea
Drum Liners - 5 gallon	\$1.25 ea
Drum Liners - 16 gallon	\$1.40 ea
Drum Liners - 30 gallon	\$1.70 ea
Drum Liners - 55 gallon	\$2.40 ea
Fiber Board Box Liners - 55 gallon	\$3.75 ea
Fiber Board Box Liners - CYB	\$8.00 ea
Equipment/Materials Not Otherwise Specified	Cost + 8%

2010 – 2011 HHW SERVICES RATE SCHEDULE

FORM 4: SUPPLEMENTAL PRICING PROPOSAL FORMAT FOR UNACCEPTABLE
HHWs

Waste Category	Disposal Method (Proposer will Specify)	Packaging Method (Proposer will Specify)	Price per Container Size					
			5 gal	16 gal	30 gal	55 gal	CQB	CYB
Radioactives (low level)	Case by Case		\$	\$	\$	\$	\$	\$
CRT Glass	Stabilization	LO	\$48	\$118	\$145	\$198	\$	\$
Ammunition	Case by Case		\$	\$	\$	\$	\$	\$
Explosive devices and chemicals	Case by Case		\$	\$	\$	\$	\$	\$
Non-Friable Asbestos	Landfill	LO	\$32	\$53	\$75	\$102	\$	\$188
Marine Flares	Case by Case		\$	\$	\$	\$	\$	\$
Medical Waste	Case by Case		\$	\$	\$	\$	\$	\$
Contaminated Soils	Case by Case		\$	\$	\$	\$	\$	\$
Treated Wood	Landfill	LO	\$32	\$53	\$75	\$102	\$	\$188

Unacceptable HHWs – Pricing for Covered Electronics and Miscellaneous E-Waste

Waste Category	Disposal Method	Packaging Method	Price per Pound
Cathode Ray Tubes (CRTs)/ CRT Devices	RC	Box / pallet	\$.08
Consumer Electronic Devices	RC	Box / pallet	\$.08
Devices with LCD screens	RC	Box / pallet	\$.18
Devices with Plasma Screens	RC	Box / pallet	\$.18

2010 – 2011 HHW SERVICES RATE SCHEDULE

Unacceptable HHWs - Large and Small High Pressure Compressed Gas Cylinders

WASTESTREAM Pressurized Cylinders	CHES Waste Class Code	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large
Acetylene	LCY6	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Ammonia	LCY5	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Butane	LCY6	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Carbon Dioxide	LCY4	\$70.00	\$70.00	\$107.00	\$107.00	\$161.00
Chlorine	LCY5	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Dichlorofluoromethane	LCY6	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Freon	LCY2	\$27.00	\$27.00	\$53.00	\$81.00	\$107.00
Hydrogen	LCY6	\$107.00	\$268.00	\$403.00	\$602.00	\$868.00
Nitrogen	LCY4	\$70.00	\$70.00	\$107.00	\$107.00	\$161.00
Oxygen	LCY4	\$70.00	\$70.00	\$107.00	\$107.00	\$161.00
MAPP Gas	LCY1	\$27.00	N/A	N/A	N/A	N/A
Propane	LCY1	See Form 2			\$27.00	\$53.00

2010 – 2011 HHW SERVICES RATE SCHEDULE

* Note: Four (4) Fiber Board Boxes will be equivalent to one Cubic Yard Box (CYB) rate for billing purposes. **Average Container Volumes**

Clean Harbors will pack to meet the requirements of the D.O.T. Clean Harbors will use UN approved containers to package the waste. Averaged container weights are given below.

DESCRIPTION	CONTAINER SIZE	AVERAGE WEIGHT
Empty Drum – Poly	55 Gallon Drum	25 pounds
Empty Drum – Poly	30 Gallon Drum	16 pounds
Empty Drum – Poly	16 Gallon Drum	15 pounds
Empty Drum – Poly	5 Gallon Drum	2.5 pounds
Empty Drum – Metal	55 Gallon Drum	48 pounds
Empty Drum – Metal	30 Gallon Drum	38 pounds
Empty Drum – Metal	16 Gallon Drum	20 pounds
Empty Drum – Metal	5 Gallon Drum	4 pounds
Aerosols, Flammable	Cubic Yard Box	550 pounds
Propane	Medium Cylinder	20 pounds each
Propane	Small Cylinder	1 pound each
Fluorescent Bulbs	4', 8', or Others	0.5 pound per bulb
Auto Batteries	All Sizes	35 pounds each
Nicad Batteries	16 Gallon Drum	150 pounds
Alkaline Batteries	30 Gallon Drum	450 pounds
PCB Ballasts	16 Gallon Drum	150 pounds/68 kilograms
Oil Filters	All Sizes	1 pound each
Cubic Yard Box of Waste, except aerosols	CYB	800 pounds
55 gal drum of waste	55 Gallon Drum	220 pounds
30 gal drum of waste	30 Gallon Drum	158 pounds
16 gal drum of waste	16 Gallon Drum	105 pounds
5 gal drum of waste	5 Gallon Drum	26 pounds
Fire Extinguisher	Small / large	5 / 10 Pounds
Sharps	55 Gallon Drum	70 pounds



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2009

Page 1 of 3

PRODUCER Willis of Massachusetts, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE		NAIC#
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A: Zurich American Insurance Company		16535-002
	INSURER B: American Guarantee and Liability Insurance		26247-003
	INSURER C: Steadfast Insurance Company		26387-001
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO 9681229-03	11/1/2009	11/1/2010	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	BAP 6681231-03	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	AUC4275262-05	11/1/2009	11/1/2010	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 9681232-03	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C		OTHER Contractors Pollution Liability	PEC 3656681-14 CPL	11/1/2009	11/1/2010	\$10,000,000 Each Claim \$10,000,000 All Claims	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Auto Product Recycling Events - October 24, 2009 - January 23, 2010

Environmental Impairment Liability

Policy No: PLC374393610

Carrier: Steadfast Insurance Company 26387

Policy Term: 11/1/09-11/1/10

Limits: \$10,000,000 Each Claim / \$10,000,000 Aggregate

CERTIFICATE HOLDER

City of San Diego - Environmental Services Dept.
Attn: Linda Giannelli Pratt
9601 Ridgehaven Cr. Ste. 310
San Diego, CA 92123

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Willis**CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3DATE
11/03/2009

PRODUCER Willis of Massachusetts, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		INSURER A: Zurich American Insurance Company	16535-002
		INSURER B: American Guarantee and Liability Insurance	26247-003
		INSURER C: Steadfast Insurance Company	26387-001
		INSURER D:	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

San Diego Unified School District, Sweetwater Union High School District, City of San Diego, Public Utilities Department, its elected officials, officers, employees, agents and representatives are Additional Insured for General Liability, Auto Liability, Umbrella Liability and Contractors Pollution Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company waives its right of subrogation against City of San Diego and County of San Diego which may arise by reason of a payment of claim under the policy, as respects to Workers Compensation.

See Attached addendum for additional insureds and event dates for Auto Product Recycling Events.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDENDUM TO CERTIFICATE OF INSURANCE FOR CITY OF SAN DIEGO

Auto Product Recycling Events November 1, 2009 thru June 30, 2010

The certificate holders below are additional insureds, per policy forms, as respects General Liability, Auto Liability, Excess Liability.

- **Name of the Additional Insured:** City of San Diego, Park and Recreation Department
Mailing Address: Attn: Mike Rodrigues, Area Manager, Developed Regional Park Division, 2125 Park Blvd., San Diego, CA 92101
Location: Balboa Park, Corner of Presidents Way & Park Blvd.
Event Date: November 21, 2009
EPA ID #: CAH 111 000 299
- **Name of the Additional Insured:** Sweetwater Union High School District
Mailing Address: Attn: Julio Casas, ASB Assistant Vice Principle, Montgomery High School, 3250 Palm Ave., San Diego, CA 92154
Location: Montgomery High School
Event Date: December 12, 2009
EPA ID #: CAH 111 000 182
- **Name of the Additional Insured:** City of San Diego, Park and Recreation Department
Mailing Address: Attn: Debbie Marcotte, Developed Regional Parks Division, 2125 Park Blvd., San Diego, CA 92101
Location: Parking Lot of Rose Marie Starns South Shores Park – Mission Bay
Event Date: January 23, 2010
EPA ID #: CAH 111 000 682
- **Name of the Additional Insured:** San Diego Unified School District
Mailing Address: Attn: Yolanda Contreras-Rentals SD Unified School District 4860 Ruffner Street, Room 2, San Diego, CA 92111
Location: Mira Mesa High School, 10510 Reagan Road, San Diego, CA 92126
Event Date: February 6, 2010
EPA ID #: CAH 111 000 298
- **Name of the Additional Insured:** San Diego Unified School District
Mailing Address: Attn: Yolanda Contreras-Rentals SD Unified School District 4860 Ruffner Street, Room 2, San Diego, CA 92111
Location: School of Creative and Performing Arts, 2425 Dusk Drive, San Diego, CA 92139
Event Date: March 20, 2010
EPA ID #: CAH 111 000 183

- Name of the Additional Insured:** Sweetwater Union High School District
Mailing Address: Attn: Mark Carpizo, Assistant Principle, Student Activities,
 Southwest High School, 1685 Hollister Street, San Diego, CA 92154
Location: Southwest High School
Event Date: April 24, 2010
EPA ID #: CAH 111 001 143
- Name of the Additional Insured:** City of San Diego, Public Utilities Department
Mailing Address: Attn: Ann Sasaki, Assistant Director, Public Utilities Department,
 9192 Topaz Way, San Diego, CA 92123
Location: 5571 Kearny Villa Road (Parking Lot at corner of Kearny Villa Rd. & Topaz Wy.)
Event Date: May 8, 2010
EPA ID #: CAH 111 001 144

HHW OPERATIONS
November 1, 2009 thru October 31, 2010

- Name of the Additional Insured:** City of San Diego, its elected officials, officers, employees,
 agents and representatives
Mailing Address: Attn: Linda Giannelli Pratt, City of San Diego, Environmental Services Dept.,
 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123
Locations: Auto Product recycling events at various locations, HHW Facility at 5161 Convoy
 Street; Door-to-Door Collection Services, and Load Check Shipments at 5180 Convoy Street.
Event Date: Ongoing operations

Certificate Holder: City of San Diego
 Attn: Linda Giannelli Pratt, Chief
 9601 Ridgehaven Court, Suite 310
 San Diego, CA 92123



ZURICH

Additional Insured – Automatic - Owners, Lessees Or Contractors - Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO 9681229-03	11/01/2009	11/01/2010	11/01/2009	18251-000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. **WHO IS AN INSURED** (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Coverage B, **PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and
 - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved
OMB No. 2125-0074

Issued to Clean Harbors Environmental Services, Inc. of and its affiliates 342 Longwater Drive Norwell, MA 02061
Dated at Boston, MA day of October 28, 2009
Amending Policy No. BAP 6681231-03 Effective Date 11/1/2009
Name of Insurance Company Zurich American Insurance Company

Telephone Number (617) 670-8800 Countersigned by _____

The policy to which this endorsement attached provides primary or excess insurance by " ", for the limits shown:
 This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
 This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident.
In excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (617) 670-8800

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semi-trailer propelled or drawn by mechanical power and used on a highway for transporting property or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for

the loss, damage or destruction of natural resources arising out of accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any minimize or mitigate damage commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insured (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company which would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

<u>Type of Carriage</u>	<u>Commodity Transported</u>	<u>Minimum Insurance</u>
(1) For-hire (In Interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000.
(2) For-hire and Private (In Interstate, foreign, or Intrastate commerce)	Hazardous substances, as defined in 49 DFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2 and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2, or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000.
(3) For-hire and Private (In Interstate or foreign commerce: in any quantity) or (In Interstate commerce; in bulk only)	Oil listed in 49 DFR 172.101; hazardous material and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000.
(4) For-hire and Private (In Interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000.

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in Interstate or foreign commerce

<u>Vehicle Seating Capacity</u>	<u>Minimum Insurance</u>
(1) Any vehicle with a seating capacity of 16 passengers or more	\$5,000,000.
(2) Any vehicle with a seating capacity of 15 passengers or less	1,500,000.

Additional Insured
COVERAGE B: CONTRACTOR'S POLLUTION LIABILITY



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
PEC 3656681-14	11/01/2009	11/01/2010	11/01/2009	18251-000	N/A	N/A

Named Insured and Mailing Address:
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Producer:
Willis of Massachusetts, Inc.
3 Copley Place, Suite 300
Boston, MA 02116-6503

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Professional Environmental Consultant's Liability Insurance Policy

Schedule
The City of San Diego, its elected officials, officers, employees, agents, and representatives the County of San Diego

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy and the terms and conditions of this endorsement, that with respect to **COVERAGE B: CONTRACTOR'S POLLUTION LIABILITY** only, the following changes shall apply:

- I. Pursuant to DEFINITIONS (Section VIII.) definition of "insured" paragraph 4., the person or organization shown in the Schedule above whom you are required to add as an additional "insured" on this policy under the written contract or written agreement shown in the Schedule above and executed and effective prior to the performance of your "covered operations" which is the subject of such written contract or written agreement is added as an additional "insured."
- II. The insurance provided to the additional "insured" person or organization applies only to "claims" arising out of a "pollution event" resulting directly from "covered operations" or "completed operations" of the "covered operations" which are the subject of the written contract or written agreement and only if the "claim" is otherwise covered under the terms and conditions of this policy.
- III. Regardless of the provisions of paragraphs I. and II. above:
 - A. We will not extend any insurance coverage to the additional "insured" person or organization:
 - 1. That is not provided to you in this policy; or
 - 2. That is broader coverage than you are required to provide to the additional "insured" person or organization in the written contract or written agreement; and
 - B. We will not provide Limits of Liability to the additional "insured" person or organization that exceed the lower of:

1. The Limits of Liability provided to you in this policy; or
 2. The Limits of Liability you are required to provide in the written contract or written agreement.
- IV. The insurance provided to the additional "insured" person or organization does not apply to "claims" as a result of any negligence, act, error or omission, or strict liability of the additional "insured" person or organization.
- V. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same "covered operations" or "completed operations" of the "covered operations" and job location. Then we will share with that other insurance by the method described in CONDITIONS (Section VII.) Other Insurance.
- VI. Both you and the additional "insured" person or organization agree to cooperate with each other and us with respect to all aspects of coverage provided under this policy. In the event that you and the additional "insured" person or organization are named as defendants in a "claim," and are both entitled to defense under this policy for such "claim," we shall provide common counsel to represent you and the additional "insured" person or organization in a joint defense. If you and the additional "insured" person or organization adopt positions materially adverse to each other with respect to the "claim," we shall provide the defense and make payments for "claim expenses," or any other associated costs of defense payable under this policy, only to you from the point of adversity forward.

The rights and obligations above shall apply in any proceeding and in any forum in which you and the additional "insured" person or organization are a party to a "claim."

All other terms and conditions of the policy shall apply and remain unchanged.

Signed by: _____

Authorized Representative

Date

10/29/2009



ZURICH

Additional Insured Endorsement

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP6681231-03	11/01/2010	11/01/2009	18251-000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Clean Harbor Environmental Services

Address (Including Zip Code): 42 Longwater Drive Norwell, MA 02061

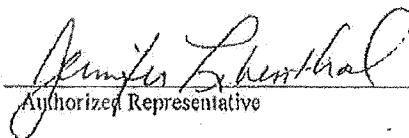
This endorsement modifies insurance provided under the: Business Auto

IT IS AGREES THAT THE "WHO IS AN INSURED" PROVISION ON YOUR POLICY IS AMENDED TO INCLUDE AS AN INSURED THE ORGANIZATION NAMED BELOW BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF AUTOS USED IN WORK PERFORMED FOR SUCH ADDITIONAL INSURED BY OR ON BEHALF OF YOU.

Name of Person or Organization:

The City of San Diego, its elected officials, officers, employees, agents, and representatives" and "the County of San Diego."

Countersigned


Authorized Representative



October 30, 2009


City of San Diego
Attn: Nora Varner
9601 Ridgehaven Cr. Ste. 310
San Diego, CA 92123-1636

RE: Clean Harbors Environmental Services, Inc.
Insurance Confirmation: Excess Liability

Dear Nora:

Please let this letter serve as confirmation that all of the insurance requirements noted on the Primary General Liability Insurance program with Zurich are also included on the Excess Umbrella Liability policy with American Guarantee & Liability Insurance Company with respect to Clean Harbors Environmental Services, Inc.

If you have any questions, please do not hesitate to give me a call at 617-351-7541.

Regards,

Chely Vergara
Client Manager

Cc: Robert Toner, Paul Maloney, Willis

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

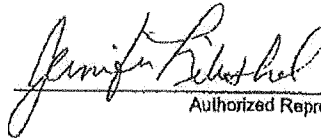
This endorsement, effective on November 1, 2009 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 9681232-03

of the Zurich American Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to Clean Harbors Environmental Services, Inc.

Premium (if any) \$Included


Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The City of San Diego, its elected officials, officers, employees, agents, representatives, and volunteers" and "the County of San Diego".

COPY

EXHIBIT A

Document No. C-15000
Filed JUL 06 2009
Office of the City Clerk
San Diego, California

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Agreement is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Agreement describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2009 – June 30, 2010 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant. City Resolution R-300326, adopted on April 18, 2005, authorized the CITY to apply for and accept CIWMB used oil and household hazardous waste grants and authorized the Deputy Environmental Services Director, herein called "Deputy Director," to execute CIWMB grant related contracts. Further, the City Resolution R-300326 authorized staff to implement CIWMB-approved grant activities and agreements contingent upon approval of the Fiscal Year 2009 – 2010 budgets and award of CIWMB grant funding.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

Now, therefore, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AGREEMENT PROVISIONS

A. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits 1-8 and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

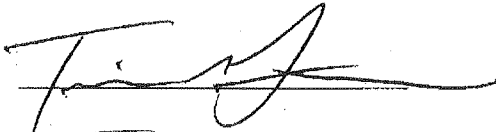
1. The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services (**Exhibit 1**) for:
 - a. the CITY's permanent HHW collection facility and door-to-door services;
 - b. load check program; and
 - c. recyclable HHW collection events;
2. The April 22, 2009 Addendum A to the RFP (**Exhibit 2**);
3. The April 29, 2009 Addendum B to the RFP (**Exhibit 3**);
4. Clean Harbors' May 15, 2009 Technical Proposal (**Exhibit 4**) in response to the RFP for the three service components including, but not limited to:
 - a. Clean Harbors' List of Subcontractors;
 - b. Clean Harbors' List of Transporters; and

- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);
 - 5. Clean Harbors' completed EOCP Work Force Report (Exhibit 5);
 - 6. Clean Harbors' Price Proposal (Exhibit 6);
 - 7. Clean Harbors' response to letter of clarification, dated May 27, 2009 (Exhibit 7)
 - 8. Clean Harbors' response to letters of clarification, dated June 22, 2009 (Exhibit 8)
- B. This Agreement including all the Exhibits incorporated into this Agreement constitute the entire understanding between the CITY and the Contractor with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supersede any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.
- C. The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.
- D. The total contract amount shall not exceed \$737,000.

IN WITNESS WHEREOF, the CITY and the Contractor each have caused their duly authorized representatives to execute this Agreement.

Clean Harbors Environmental Services, Inc.

By:



Name:

Tim T Smith

Title:

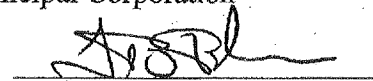
SR VP WEST REGION

Date:

6/27/2009

City of San Diego,
A Municipal Corporation

By:



Name: Tom Blair

Title:

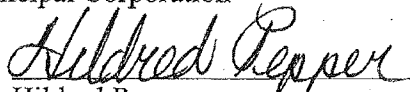
Deputy Environmental
Services Director,
Grant Signature Authority

Date:

6/26/09

City of San Diego,
A Municipal Corporation

By:



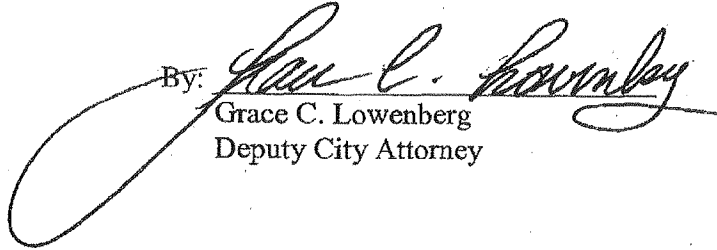
Hildred Pepper
Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc. this 2nd day of July, 2009.

JAN GOLDSMITH, City Attorney

By:



Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

Exhibit 1: The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services for:

1. the CITY's permanent HHW collection facility and door-to-door services;
2. load check program;
3. and recyclable HHW collection events;

Exhibit 2: The April 22, 2009 Addendum A to the RFP

Exhibit 3: The April 29, 2009 Addendum B to the RFP

Exhibit 4: Clean Harbors' May 15, 2009 Technical Proposal in response to the RFP for the three service components including:

- a. Clean Harbors' List of Subcontractors;
- b. Clean Harbors' List of Transporters;
- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);

Exhibit 5: Clean Harbors' completed EOCP Work Force Report

Exhibit 6: Clean Harbors' Price Proposal

Exhibit 7: Clean Harbors' response to letter of clarification, dated May 27, 2009

Exhibit 8: Clean Harbors' response to letters of clarification, dated June 22, 2009