



CITY OF ELK GROVE
DEPARTMENT OF PUBLIC WORKS

**Request for Proposals for
Operation of the City's Special Waste Collection Center
ADDENDUM NO. 1
February 13, 2024**

TO ALL PROSPECTIVE PROPOSERS:

Please incorporate the following revisions as part of the subject Request for Proposals document for the subject Project.

1. Replace Section 3: Cost Proposal in its entirety with the following:

Section 3: Cost Proposal

Contractors must provide a comprehensive Cost Proposal for operating the Special Waste Collection Center as required in accordance with the provision and specification of this Request for Proposal (RFP). The Cost Proposal must include, but is not limited to, an estimate of total cost per month that encompasses the attached Staffing Proposal and Transportation and Disposal Rates templates. See Attachment B. Transportation and Disposal Rates must be wrapped to include materials, supplies, and administration. Contractors must include comprehensive cost details associated with the programs noted in the Scope of Work such as, but not limited to, staffing the HHW facility, Reuse Room, Recycling Area, and Door-to-Door Program, and costs associated with Emergency Response Services. Contractors should carefully review all sections to clearly understand the RFP requirements and needs before submitting their cost proposal.

All compensation in the final contract shall remain in effect for the first three years of the contract. **If you would like to reference the current contract, please see Attachment F, Clean Harbors Environmental Services, Inc. Contract for Services.**

2. Add the attached Attachment F, Clean Harbors Environmental Services, Inc. Contract for Services in its entirety.

Request for Proposals for
Operation of the City's Special Waste Collection Center
ADDENDUM NO. 1

The City sends addendum electronically only.

*****PROPOSAL DUE DATE HAS NOT CHANGED*****

Approved By: Kimberly Taylor Dated: 2/13/2024 | 3:14 PM PST
Kimberley Taylor, Recycling and Waste Manager

Acknowledged By: _____ Dated: _____
Consultant's Signature

Consultant's Name (Printed): _____

The remaining provisions of the RFP issued February 8, 2024, remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum takes precedence.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1 MUST BE INCLUDED WITH PROPOSAL.

Request for Proposals for
Operation of the City's Special Waste Collection Center
ADDENDUM NO. 1

**Attachment F: Clean Harbors Environmental Services, Inc. Contract
for Services**

CITY OF ELK GROVE



CONTRACTOR CONTRACT FOR

HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY PROJECT

CONTRACT FOR SERVICES

THIS CONTRACT is made on 11-13, 2013 by and between the City of Elk Grove, a municipal corporation (the "City") and Clean Harbors Environmental Services Inc., a Massachusetts corporation (the "Contractor"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Contractor presented a proposal to provide on-site hazardous waste management and transportation and disposal services for the City's Special Waste Collection Center (SWCC), which services are identified in the Scope of Work attached hereto and incorporated herein by reference as Exhibit A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Contractor to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Contractor agree to as follows:

1. SCOPE OF SERVICES

A. Contractor shall do all work; attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. The Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on June 30th, 2016, unless earlier terminated pursuant to section 11 of this Contract or extended as set forth herein. The Contract consists of a base period of performance of three years with the City's option, in its sole discretion to extend for, one optional three-year extension. The City reserves the right to not exercise the optional extension under this Contract.

3. SCHEDULE FOR PERFORMANCE

City and Contractor agree that time is of the essence and Contractor agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as Exhibit B. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of the City Manager, or his or her authorized representative. Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. The Contractor shall be paid monthly as set forth in Exhibit C, "Compensation and Method of Payment," which is attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by the City, but in no event shall total compensation exceed \$475,000 per year, nor shall the aggregate compensation amount exceed \$2,850,000 for the full term of this Contract, which includes the three (3) year optional extension, without the City Manager's written approval.

B. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month. The amount paid is a flat monthly rate which requires staffing of no less than three full time employees (working at the SWCC four ten hour days four days per week), each invoice shall include the monthly reports that must state the number of users at the SWCC and any compensation for High Usage Periods.

C. If Contractor's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City Manager in writing.

D. Invoice payments shall be reduced for liquidated damages as specified in Exhibit G.

E. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Contractor shall transmit invoices and any notices required by this Contract, to City as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Contractor as follows:

Clean Harbor Environmental Services, Inc.
Curt Lock, Account Manager
1030 Commercial Street, Suite 107
San Jose, CA 95112

6. PROFESSIONAL SERVICES

Contractor agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and its subcontractors or agents are engaged. Contractor shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Contractor further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of the Contract, and is not required to issue W -2 Forms for income and employment tax purposes for any of Contractor's assigned personnel.

D. Contractor, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Contractor shall be entirely and exclusively under the direction, supervision, and control of Contractor.

F. Contractor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONTRACTOR

Contractor shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Contractor certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Contractor agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Contractor further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by the City at any time, with or without cause, provided that the City gives not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City. This Contract may be terminated by the Contractor at any time, with or without cause, provided that the Contractor gives not less than one hundred and eighty (180) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; upon termination, Contractor shall only receive compensation for work completed prior to the termination date subject to the terms set forth herein.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension,

Contractor shall immediately suspend its activities under this Contract. Upon such delay or suspension, City shall promptly pay Contractor for all undisputed amounts owing for any and all undisputed services performed up to and including the date of such delay or suspension.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Contractor, and City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due City from Contractor is determined.

D. In the event of termination, Contractor shall be compensated as provided for in this Contract, except as provided in Section 11 C.

12. FUNDING

Contractor agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Contractor shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Contractor for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City's Contract Manager, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Contractor under this Contract shall become the property of City, and Contractor shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Contractor shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to City which is in Contractor's possession.

Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder to be work made for hire. Contractor acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Contractor that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City's responsibility to obtain all rights-of-way and easements to enable Contractor to perform its services hereunder. Contractor shall assist City in providing the same.

17. REPRESENTATIONS

A. Contractor agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Contractor, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Contractor shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Contractor shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Contract Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

B. This Contract shall be managed out of the Contractor's West Sacramento, California Service Center with additional backup support from their San Jose location.

Local Office
Clean Harbors Environmental Services, Inc.
2550 Del Monte Street, #140
West Sacramento, California 95691
916.509.0132

Clean Harbors Corporate Office
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, Massachusetts 02061-9149

Primary Contact for Contract Manager
Curt Lock, Account Manager
1010 Commercial Street,
San Jose, California 95112
408.592.2585
Lock.Curt@cleanharbors.com

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Contractor's obligations under this Contract are not assignable or transferable, and Contractor shall not subcontract any work, without the prior written approval of the City, which shall not be unreasonably withheld. However, claims for money due or which become due to Contractor from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Contractor shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Contractor.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Contractor pursuant to performance of this Contract shall be treated by Contractor as confidential and Contractor agrees that they shall not

be made available to any individual or organization without the prior written approval of City, except by court order. If Contractor or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Contractor for any damages caused by Contractor releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Contractor, except to the extent such loss or damage was caused by the negligence, or willful misconduct of the City. The provisions of this section shall survive expiration, termination or suspension of this Contract.

In any contract that Contractor enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in Section 22 applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Contractor. Contractor's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Contractor shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, attached hereto and incorporated herein by reference.

24. EVIDENCE OF INSURANCE COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City's representative Ebix BPO (Ebix) as set forth below prior to execution of this Contract. Upon City's or Ebix's request, Contractor shall submit copies of the actual insurance policies or renewals or replacements to Ebix. Unless otherwise required by the terms of this Contract, all certificates, endorsements, coverage verifications and other items required pursuant to this Contract shall be provided to:

By MAIL

Certificate Holder: The City of Elk Grove

c/o Ebix BPO

PO Box 257, Ref. # (Z343712)

Portland, MI 48875-0257

By FAX

(517) 647-7900

By E-MAIL

CertsOnly@periculum.com

All certificates and endorsements shall include the EBIX reference number (Z343712).

25. EMPLOYMENT PRACTICES

Contractor, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U. S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all

such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Contractor to practice its profession and perform the work described herein. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Contractor shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.



E. **Binding:** This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. **Construction and Interpretation:** Contractor and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **Waiver:** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **Severability:** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Contractor. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Contractor that any such person or entity, other than the City or Contractor, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. **Non-Discrimination Non-Preferential Treatment Statement:** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. **Authority to Execute:** The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

M. **Dispute Resolution:** Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a

dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. Force Majeure: Except for City's obligation of payment for undisputed services rendered, neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this 13 day of November, 2013, by the Parties as follows:

Approved to as form:

CONTRACTOR

By: [Signature]
Attorney for Contractor

By: [Signature]
William O'Connor
Sr. Vice President

Approved to as form:

CITY OF ELK GROVE

By: [Signature]
Jonathan P. Hobbs, City Attorney
for

By: [Signature]
Laura S. Gill, City Manager

Attest to:

[Signature]
Jason Lindgren, City Clerk
Dated: November 15, 2013

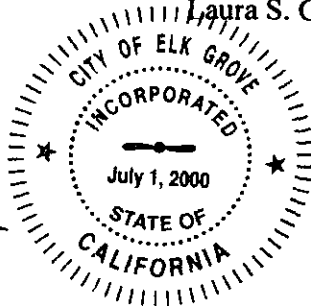


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EXHIBIT A: SCOPE OF WORK

The Scope of Work for this Contract includes operation of the City's Special Waste Collection Center (SWCC), transportation, and disposal services in support of the SWCC's operations. Services to be provided by the Contractor shall include, without limitations the following:

- Assisting the City in providing all plans as required by the California Permit by Rule regulations for Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generators (CESQG) collection activities.
- In coordination with the City, develop a site-specific Operations, Health and Safety/Contingency Plan for the SWCC.
- Day-to-day operations and maintenance of the SWCC facility.
- Collection of waste materials from the general public and City operations or waste found abandoned on streets or public property within City limits,
- Manage the CESQG appointment; payments and waste.
- Storage and packaging of waste materials including universal waste and other recyclable materials.
- Tracking and documentation of all wastes streams entering and leaving the SWCC.
- Provide loading of material and then transportation of waste materials in compliance with all California Department of Transportation (DOT) regulations.
- Coordination with specialty transportation and disposal contractors.
- Final disposition of waste materials (with the exception of electronic waste and tires) accepted at the SWCC, in compliance with Federal, State of California (State), and local regulations; follow the State's hierarchy, in the order of preference: reuse, recycling, fuels blending, treatment/ neutralize, incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling. This work includes loading and transporting collected waste to Contractor's treatment, storage and disposal facility (TSDFs) and /or Contractor's audited and approved 3rd party permitted waste management facilities for proper disposal or recycling.
- Providing post-event document packages detailing wastes accepted from residents, Form 303 reports, etc.

The Contractor must conduct these services in compliance with all applicable laws and regulations and in a manner that is beneficial to the community and environment.

For purpose of this Contract, "Contract Manager" shall mean the City Manager or his/her designee.

1.0 SPECIAL WASTE COLLECTION CENTER (SWCC) OPERATION

The SWCC will be open to the general public Sunday through Wednesday from 9:00 a.m. to 4:00 p.m. and closed on all State holidays. Contractor agrees that the City may choose to increase or decrease collections facility operations hours and days and shall adjust compensation (increase or decrease) as set forth in Exhibit C (Compensation and Method of Payment). The

City will provide reasonable advance notice to Contractor in the event of any change in public access to the SWCC.

The Contractor shall be responsible for bulking or consolidating wastes (e.g. flammable solids) into appropriate DOT-approved containers. The SWCC has two aboveground storage tanks: one 1,000-gallon used oil tank and one 280-gallon antifreeze tank. The following materials may be consolidated: water-based paints, oil-based paints, compatible solvents, gasoline, antifreeze, used oil, organic resins including but not limited to roofing tar, caulking and patching compounds, and adhesives, photofinishing finishing solutions and miscellaneous compatible solvent-containing wastes.

The Contractor may bulk mercury containing bulbs or lamps and/ or aerosol cans once the City has installed and is approved to operate the required equipment, which is not likely prior to 2014. Bulking of flammable materials will occur in a hazardous fluid mixing room of the SWCC only.

Incoming materials must be screened by Contractor to prevent the mixing of incompatible wastes. No smoking or open flames are allowed within the gated perimeter boundary of the SWCC.

1.1 Holiday Schedule

The City is closed for business and will not open for waste collection at the SWCC on full-day holidays that fall on Sunday - Wednesday. The following is the list of holiday's observed by the City that may affect operations at the SWCC:

- (1) New Years
- (2) Martin Luther King's Birthday
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Christmas Day

1.2 Acceptable Wastes (Health & Safety Code 25218.1 (f) & 25218.5)

The SWCC will accept hazardous waste generated incidental to owning, occupying or maintaining a place of residence and waste generated by CESQGs. Typical wastes accepted at the SWCC include, but are not limited to:

Aerosols	Paints
Antifreeze	PCB waste
Batteries	Pesticides
Caustics and corrosives	Poison/toxic-solids/liquids

Cleaners	Pool Chemicals
Flammable solids/liquids	Propane tanks up to 5 gallons in size
Miscellaneous wastes including photo chemicals	Recyclable wastes
Mercury containing devices	Solvents
Non-friable Asbestos	Used Motor Oil
Oxidizers	All Universal wastes

Hazardous wastes include those wastes that exhibit any of the criteria set forth in Article 11 of Chapter 30, Division 4 Title 22 of the California Code of Regulations (CCR), as amended from time to time. Hazardous waste criteria include toxicity (22 CCR Sections 66261.24), ignitability (22 CCR Section 66261.21), reactivity (22 CCR Section 66261.23), and corrosivity (22 CCR Section 66261.22). See also 22 CCR Section 66261.30 for a list of chemicals and common wastes and their respective potential hazardous properties. In addition, materials considered hazardous waste pursuant to the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 et seq., are also considered hazardous wastes under state law (California Health and Safety Code, Sections 25143.2 and 25159.5). The Contractor shall not dispose as hazardous any materials that can be managed as non-hazardous waste. The Contractor shall work to minimize the number of drums or containers that will be disposed of at a permitted treatment, storage and disposal facility (TSDF), or Class I landfill.

Contractor shall oversee the acceptance of recyclable wastes that will be taken to the recycle drop off area by the resident. The Recycling Center will be directly behind the building in an open parking area. Typical types of wastes accepted by the Recycle Center may include:

Cardboard	Metal
Tires	Styrofoam
Green Waste (seasonal)	Paper
Shoes	Textiles
Restricted Waste	Plastics

1.3 Waste Types Not Accepted at the SWCC Include:

Before unloading of any vehicle, Contractor shall check for potentially unacceptable waste such as:

- Large quantities of unknown materials
- Waste that appear to be from a commercial enterprise (e.g. participant is wearing a uniform and /or driving a company truck, large quantities of waste, etc.,
- Unstable wastes
- Biohazardous wastes (with the exception of sharps which are acceptable)
- Ammunition/Explosives Wastes (except road flares)

- Compressed Gases, other than propane tanks up to 5-gallons in size, or oxygen
- Pressure Treated Wood
- Radioactive Wastes (smoke alarms will be allowed)

Contractor shall refuse to accept such unacceptable wastes and must provide the individual disposing the unacceptable waste with information on proper disposal options for any waste item that is prohibited from collection at the SWCC.

1.4 The SWCC May Also Accept Wastes From Any of the Following:

The City may implement a door-to-door household hazardous waste collection program for seniors or for persons with disabilities that reside in Elk Grove. The City does not currently have this service but could elect to provide this type of service in the future. If implemented, the City will deliver the wastes to the SWCC and the Contractor shall accept and properly dispose of this waste.

Hazardous waste found abandoned or generated within the City may be delivered by City or City's third party contractor(s) to the SWCC for proper disposal by Contractor.

1.5 SWCC Reuse Room

The Contractor shall also be responsible for staffing and operating the SWCC Reuse Room. The Reuse Room shall be open and operational during the hours set forth in Section 1.0 of this Exhibit A, unless otherwise authorized in writing by the City. If the products or items dropped off at the SWCC are:

- Useable;
- Not a banned product;
- Sufficient quantity of material to allow reuse.

The Contractor's staff should place the items in the SWCC Reuse Room, where Elk Grove residents, who can use these products, can take them home free of charge. The Contractor shall also oversee the residents accessing the room and ensure posted rules are followed.

1.6 Contractor Guarantees Program Success

Contractor shall provide Elk Grove residents with quality service and guaranteed program success. Contractor shall:

- Tailor the special waste programs to the specific and unique needs of the Elk Grove community.
- Provide technical assistance in applying for permits and variances.
- Provide a single point of contact for all services and technical assistance.
- Provide equipment and supplies that are top-of-the-line, and in good condition.
- Assume generator status of all waste removed from participant vehicles. Assuming generator status means acquiring all rights, titles, and liability of the waste material.

- Ensure that no drums leave the SWCC until they are properly packaged, labeled, and manifested.
- Recycle and reclaim wastes using various methods which effectively remove contaminants from the original material, restore its fitness for its intended purpose and reduce the volume of waste requiring disposal.

2.0 GENERAL CONTRACTOR REQUIREMENTS

The following sections detail the general requirements that apply to operation of the SWCC, transportation, and disposal activities, to which Contractor shall strictly adhere.

2.1 Use of City Property/Equipment

Contractor and its employees and anyone working on their behalf are prohibited from using City property/equipment such as computers, copy machines, telephones, and other equipment unless use of such equipment is required as a job junction. Any exception must be in writing and authorized by the City's Contract Manager.

The Contractor shall assume full responsibility and accountability to the City for City facilities and take adequate precautions to prevent harm or damage to the SWCC, including, without limitation, fire hazards, odor, chemical spills, releases, and vermin. The Contractor shall keep work areas neat and clean. The Contractor shall be responsible for any repairs caused by negligence or abuse of the SWCC on the part of the Contractor, including Contractor's employees, sub-contractors, and anyone working on their behalf. Any inspection, compliance or safety hazards produced by Contractor's actions or inaction shall be corrected immediately by the Contractor, at no cost to the City.

Any keys and access cards are and shall remain the property of the City. Duplication of keys is prohibited. Should the Contractor lose any keys or access cards, City may in its discretion have the locks changed, systems rekeyed or access cards terminated, and Contractor shall reimburse the City for all costs associated with such action. The Contractor is responsible for providing the Contract Manager with a current list of employees who will be assigned to the SWCC. It is the responsibility of the Contractor to notify the Contract Manager of changes to the employee list promptly following any change.

2.2 Key Controls and Security

The City shall provide access to all areas of the SWCC in accordance with the Security Access Policy of the City, this policy is attached as Exhibit F and is hereby incorporated by reference. This policy requires all of the Contractor's employees to undergo Live Scan, and clear a background check with the Elk Grove Police Department prior to gaining access to the SWCC. Keys and /or access key cards must be kept in confidence, and immediately reported to the City if lost or stolen.

2.3 Standard of Conduct

The Contractor shall only assign employees to the SWCC who have undergone and received favorable background investigation results. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, monitoring their ability to correctly sort and package hazardous materials, their overall appearance and interactions with City staff and users of the SWCC, and it shall be the responsibility of the Contractor to take disciplinary action with respect to employees as necessary. Contractor shall be expected to maintain favorable relations with the community and SWCC users, and Contractors must practice courtesy in all contacts with the public and City staff and contractors. Failure to comply with this Section may be grounds for removal pursuant to Section 2.4 (Removal).

2.4 Removal

The Contractor shall be required to immediately remove any employee from the SWCC should it be determined by City or Contractor that the employee:

- Has been disqualified for either suitability or security reasons,
- Is found to be unfit for performing assigned duties,
- Is not in compliance with recognized standards of conduct, and/or
- Other conduct that is inconsistent with the terms of this Contract.

The Contractor shall immediately replace such employee to maintain continuity of services at no additional cost to the City.

Contractor's employees may not use alcohol or unauthorized controlled substances (drugs) while on duty, and if found to be under the influence, such actions may result in barring the individual from City facilities and criminal action.

The City reserves the right to have any Contractor's employees removed from the premises for any reason, which reason does not have to be disclosed to the Contractor.

2.5 Uniforms

The Contractor shall provide uniforms and equipment to fulfill the terms of this Contract. The City shall be the sole judge of the adequacy of the uniforms and equipment provided by the Contractor. The Contractor shall provide and assure that all employee uniforms are standardized, neat, clean, and identify either their name or company name, Clean Harbors. Each employee of the Contractor is required to wear Contractor-issued uniforms at all times during the operation of the SWCC. Shirts shall be tucked in at all times. All costs associated in providing uniforms shirts to its employees is the sole responsibility of the Contractor. Contractor's employees are not to greet a customer and/or unload a vehicle unless they have on clean outer wear. Contractor's employees shall display a well-groomed and neat appearance. Contractor's employees shall wear a standard uniform that clearly distinguishes them as a worker, including a name plate or name embroidered uniform shirt.

2.6 Quality Control

A Program Manager/Supervisor shall be provided by Contractor as a single point of contact for City staff that can handle all comments, questions and complaints. The responsible person shall have a cell phone and e-mail and be in control of all quality assurance. A schedule of facility compliance inspections shall be furnished by the Contractor within the implementation period. The Program Manager/Supervisor shall perform daily, weekly, monthly, annual and systematic inspections of the SWCC as required by permit conditions, this Contract, and/or Operations Plans to ensure compliance with all permit conditions.

2.7 Environmental, Health, and Safety Compliance

Contractor is responsible for its employees' compliance with all environmental, and health and safety regulations. All staff provided by Contractor must be respirator fit tested for a respirator, have current 40 hour HAZWOPER training and receive annual eight hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training, such as HM 181, SB 198, respiratory protection, etc., must be obtained by Contractor staff as required by all state and federal laws. At the request of the City, Contractor shall provide training to the City's staff and/or third party City contractors who might work within the SWCC.

Contractor shall review and modify all plans (prepared as templates by the City) that apply to the operation or maintenance of the SWCC. Training documentation and written plans will be available at the SWCC and shall be provided to the Sacramento County, California Department of Toxic Substances Control (DTSC), Cal/OSHA and other state and local regulators upon request.

The Contractor shall exercise utmost precaution for the protection of their staff, City staff, the public, and property, including the installation of adequate safety guards and protective devices for all equipment and machinery. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws. The Contractor shall train City staff and/or designated third party City contractors (both HAZWOPER 40-hour training and the annual eight hour refresher courses) when Contractor offers the training it to its employees.

No additional compensation shall be provided to Contractor by City or any third party to meet the training requirements of this Section; such training is included in Contractor's monthly fee.

2.7.1 Safety

The City considers safety as the most important aspect of operation and maintenance of the SWCC. The Contractor shall ensure that all Contract activities are conducted in a safe manner and all of its employees performing under this Contract are knowledgeable of California Occupational Health & Safety Administration (CALOSHA) Safety practices. CALOSHA standards and practices must be implemented by Contractor into all aspects of the SWCC operations. The Contractor shall comply with OSHA Enforcement Procedures for Occupational

Exposure to Blood Borne Pathogens Standards 29 CFR 1910.1030. The Contractor shall furnish to the City, during the Implementation Period, an Exposure Control Plan and Hazardous Communication Program.

The following table outlines Contractor's minimum training requirements for its employees prior to commencing on-site work at the SWCC (Check marks indicate the positions that require the specified training).

Description		HHW Technician	Chemist	Program Manager/ Site Supervisor
40-Hour OSHA HAZWOPER (29 CFR § 1910.120)		✓	✓	✓
8-Hour Annual HAZWOPER Refresher	Topics Include: Hazard Communication, Medical / Blood-borne Pathogens, Respiratory Protection, Confined Space Awareness, Heat/Cold Stress, PPE and Hearing Protection, Decontamination, Emergency Response, Drum & Material Handling	✓	✓	✓
Annual RCRA Training		✓	✓	✓
DOT Hazardous Materials Regulations			✓	✓
40-Hour Contractors' Chemist Training	Topics Include: Waste Routing & Disposal Facilities, Lab Pack Exemptions, Lab Pack Paperwork, Lab Pack Disposal Restrictions, Lab Pack Unknown Material Handling, Mercury Packaging & Routing, Organic Peroxide Shipping & Packaging, PCBs Shipping & Packaging, Main & Satellite Accumulation Areas		✓	✓
Federal Motor Carrier Policies & Procedures			✓	✓

Description	HHW Technician	Chemist	Program Manager/ Site Supervisor
Unknown Waste Material Haz-Cat Analysis		✓	✓
HHW Orientation Training	✓	✓	✓
HHW Training for Supervisors			✓

Annually, Contractor shall provide in-house training of up to six of City's staff or assigned personnel at no cost to the City. For purposes of this section "in-house training" shall mean training that is provided by Contractor, or Contractor's personnel, and not a third party.

Contractor shall offer the City training services via the third party training organizations they utilize for up to six of City's staff or assigned personnel ("trainees"). Some classes shall be offered as convenient web based training courses in addition to traditional classroom training. Participation by the City in the training is optional and if the City opts for the training, City shall pay the cost of the training for its trainees directly to the third party provider for training that is charged on a per participant basis (for example, \$200 per trainee regardless of class size). For third party training that is charged on a fixed per class basis (for example, \$2000 for class of up to 30 participants), Contractor shall include City's 6 trainees without additional cost to the City.

2.7.2 Medical Monitoring

All Contractor personnel, including, Manager, Supervisors, Chemists and/or Technicians, must meet the following criteria:

- Completion of a baseline medical examination including blood chemistry, pulmonary function test and chest X-ray;
- Medical personnel clearance to use personal protective equipment and respiratory protection; and successful completion of respirator fit testing.

2.7.3 Personal Protective Equipment

The Contractor understands and agrees that it is mandatory that all operations personnel wear appropriate safety equipment. The Contractor shall provide their staff with personal protective equipment (PPE) that complies with all CalOSHA and U.S. OSHA requirements for the activities being conducted at the SWCC and during waste transportation and disposal/treatment. A list of equipment to be provided by the Contractor is found in Attachment 1 which is attached hereto and incorporated herein by reference. This list may not be all inclusive with regards to necessary PPE; it is the Contractor's responsibility to evaluate the PPE requirements and provide additional PPE as may be needed for the safe operation of the SWCC and protection of its personnel.

2.8 SWCC Program Review

The Contractor shall prepare an evaluation of the SWCC programs following City direction (including, but not limited to: HHW Collection Facility Residential Participation, Survey Summary, Small Business Program, Public Recycling Area Program, Material RE-use Program, unacceptable Waste Program and future program needs such as a possible Door-to-Door program for Seniors). Bimonthly the Contractor and City Staff or City's Control Contractor shall meet to review the program objectives and adjust as needs are identified. The information submitted by the Contractor in the SWCC Annual Reporting Guidelines (Attachment 2) and compliance records will be critical for this review, and Contractor shall timely complete those records and provide copies to the City upon demand by City and as may otherwise be required therein.

3.0 CONTRACTOR RESPONSIBILITIES FOR OPERATION OF THE SWCC

The following sections outline specific responsibilities to be performed by the Contractor for operation of the SWCC.

3.1 Abandoned Waste Program

Abandoned waste found within the boundaries of the City of Elk Grove shall be managed by the SWCC CESQG Program and shall be accepted at the SWCC during normal operating days. The volume of this waste stream will be variable and Contractor should plan accordingly. The Contractor shall receive these wastes at the SWCC, evaluate and (if necessary) analyze the wastes, and package them for disposal.

3.2 Other Waste Management Programs

The Contractor shall be responsible for wastes delivered to the SWCC that are generated from any potential future retail take-back program that may be created by the City. This includes the current battery collection programs operating within various stores acting as satellite collection locations within Elk Grove. The Contractor shall also be responsible for managing the wastes generated from new programs being developed for specific universal wastes, including paints, fluorescent bulbs and batteries.

3.3 Contractor Warranties

The Contractor shall warrant that it has sufficient and requisite experienced personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, evaluate, sort, and package all hazardous waste as defined by California State and federal law.

3.4 Data Collection

The Contractor shall implement a data tracking system for the SWCC. The Contractor shall coordinate with the City to ensure that all required data is being tracked. City approval of the data tracking system is required prior to implementation, Contractor shall maintain a multifaceted record-keeping system that is both electronic, and paper-based, and consists of operational, compliance (e.g. environmental, health and safety, etc.), and quality-related records.

Data compiled through this system shall be used to produce management reports, which in turn will form the basis for continual improvement initiatives.

A site-specific monthly performance matrix prepared by Contractor for the SWCC shall be used to track results related to health and safety, compliance, and other City/Contract-specified expectations. Each matrix (prepared by Contractor) shall consist of operational, compliance, and quality-related inspection reports, forms, etc. Results shall be used to produce management reports, as well as to provide monthly performance feedback to Contractor's employees.

Outlined below are some of the typical and reports that Contractor shall provide to the City. Contractor shall prepare the SWCC Annual Report as directed by the guidelines presented in Attachment 2, SWCC Annual Reporting Guidelines, which is attached here to and incorporated herein by reference

Record	Description	Record Location
Metric Inspection Form	Documents compliance with Contractor policies and procedures, appearance of facilities, personnel and equipment, health and safety, and general housekeeping.	<ul style="list-style-type: none"> · SWCC · Contractor's Service Center
Monthly Metrics Report	Consolidated summary of metrics for all sites. Other sites may include locations like remote battery collection locations.	<ul style="list-style-type: none"> · SWCC · Contractor's Service Center
Billing Summary Report	Summarizes weekly disposition of labor, materials and waste by site.	<ul style="list-style-type: none"> · SWCC · Contractor's Billing Department
Time Sheets	Used to document employee and equipment hours for the re-use room or recycling area.	<ul style="list-style-type: none"> · SWCC · Contractor's Payroll Department
Daily Safety Meeting Sign-In Form	Documents that Contractor's employees did participate in their required safety meeting prior to starting operations. Contractor's employees must have signed this form to get paid for that day.	<ul style="list-style-type: none"> · SWCC · Contractor's Payroll Department
Waste Storage Area Daily Pre/Post-Inspection Checklist	Morning and afternoon variations; focuses on proper storage procedures, security, housekeeping, and safety supplies and equipment.	<ul style="list-style-type: none"> · SWCC

Forklift Daily Checklist	Forklift safety and maintenance	· SWCC
Reuse Room Weekly Log Summary	Daily piece count/weekly form. Documents activity that avoids disposal.	· SWCC
MEP Monthly Report	Summarizes MEP activity for the month.	· SWCC
Secondary Containment Inspection Report	Document inspection and testing of secondary containment that is used for waste storage modules and pallets.	· SWCC · Contractor
Incident Notification & Investigation Form	Document incident and trigger regulatory reporting if needed; communicate lessons learned to others, to help prevent accidents and reduce injuries	· SWCC · CHES Service Center
California IWMB Form 303	Details volume of waste received and waste management method. Complete monthly and include with invoice package.	· Contractor Waste & Recycling
Personnel Training Records	Document training received, track future training needs and verify regulatory compliance	· SWCC · CHES Service Center · Contractor's Corporate office
Waste Profiles	Communicates waste hazards and characteristics to Treatment Storage and Disposal Facility (TSDF) SWCC	· Contractor Online Services
Inventory Packing Lists	Required by DOT for all lab packs, and for certain loose packs streams by Contractor's health and safety policy. Generic, pre-filled in versions assist with increasing Technician's productivity. If inventory is being entered into Contractor's Online Services, the packing lists will automatically print all of the drum's inventory rather than having to hand-write.	· SWCC · Contractor Online Services
Electronic Waste Log Sheet	Documents the quantity and type of electronics placed in each storage bin.	· SWCC
Lamp Inventory Sheet	Documents the quantity and type of lamps that shipped on a manifest or bill of lading.	· SWCC

Shipping Documents	40CFR requirement to verify proper receipt of hazardous waste. Forms the basis for tracking.	· SWCC · Contractor · Online Services
Invoices	Compiled from work activity log and shipping records	· SWCC · Contractor · Online Services
Waste Tracking Report	Waste tracking for materials sent to Contractor's facilities for disposal, available through online services	· SWCC · Contractor · Online Services
Customized Reports	Waste management and tracking reports, various parameters, available as Excel spreadsheets and/or PDF files.	· SWCC · Contractor · Online Services

3.5 Implementation Period

The Contractor shall have the period of time from the issuance of the Notice to Proceed, until the opening day of the SWCC to perform the tasks required prior to opening day. Contractor shall complete all tasks necessary for the start-up and implementation period within 90 calendar days of receiving City's Notice to Proceed unless otherwise authorized by the City in writing. The Contractor shall be paid a flat fee for the various tasks performed during this implementation period prior to the opening of the facility (Exhibit C, Compensation and Method of Payment). The Contractor shall direct, and compensate, employees to work overtime and/or extra shifts, as necessary, should it be necessary; no additional compensation beyond the fixed flat fee stated herein shall be made to the Contractor to assure compliance on opening day. The flat fee is intended to include all costs to the City for Contractor's work during the start-up and implementation period.

3.6 Hazardous Waste Packaging

The Contractor shall assist in reducing costs to the City by minimizing the number of drums sent for disposal, and by optimizing handling/packing methods. The Contractor shall also, where possible, incorporate bulking for compatible hazardous materials before final disposal. The Contractor shall comply with the minimum material volumes for each packaging and corresponding container size for disposal in Attachment 3, Minimum Container Volumes, which is attached hereto and incorporated herein by reference.

After materials are identified and segregated by Contractor, the appropriate packaging method for each container shall be determined by Contractor in accordance with container size, type, hazardous characteristics, and quantity of waste. Unless otherwise required by law or stated

below, all materials are packaged into 55-gallon drums. Packaging shall be handled by Contractor as follows:

- Aerosols, Oil-Based Paint, and Flammable Solids (e.g. tars, adhesives, paint solids, etc.) shall each be loose-packed into appropriate containers. For safety reasons, nozzles shall be removed from aerosol cans that lack lids / caps.
- Pesticide Solids shall be loose packed into appropriate containers; Pesticide Liquids shall be loose packed into co-pak boxes.
- Oil and Antifreeze shall each be consolidated / bulked into the appropriate above ground storage tanks.
- Recyclable Latex Paint shall be managed via PaintCare. Non Recyclable Latex paint shall be managed as other Non Resource Conservation and Recovery Act (RCRA) liquids.
- Inorganic Acids shall be lab packed separately from Organic Acids, and solids shall be lab packed separately from liquids. The same is also true for Inorganic and Organic Bases.
- Inorganic Oxidizers shall be lab packed separately from Organic Oxidizers, and solids shall be packed separately from liquids. This category does not include Organic Peroxides.
- Poisons and other toxin solids shall be lab packed separately from liquids. Fertilizers shall be packaged separately from pesticides.
- Reactives (e.g. dangerous when wet, organic peroxides, etc.) shall be lab packed into 5-gallon pails. Only compatible materials shall be packaged together.
- Mercury Compounds shall be lab packed into 5-gallon or larger containers.
- Elemental Mercury as well as Mercury Contained in Manufactured Articles shall be lab packed into 5-gallon or larger containers. Mercury Compounds and Elemental Mercury shall not be lab packed together into the same container.
- Packaging for Lead Acid Batteries depends upon the type collected: automotive batteries shall be strapped to pallets with the terminals taped; and sealed / gel-cell batteries shall be packaged the same way as Nickel-Cadmium batteries.
- Straight Fluorescent Bulbs shall be placed into four-foot or eight-foot bulb drums / coffins. Compact Fluorescent Lamps, U-Shaped, Circular and Straight Two-Foot Bulbs shall be placed in 55-gallon fiber drums or boxes.
- Alkaline Batteries shall be placed into 30-gallon poly drums. Terminals shall be taped only for Alkaline Batteries that are greater than 9-volts.
- Nickel-Cadmium batteries shall be insulated from each other either by taping the terminals or placing into sealed plastic bags, and packed into fiber or poly containers. The same is also true for Nickel Metal-Hydride Batteries. Other packing procedures may be followed if allowed by the disposal site selected.
- Lithium Batteries shall be packaged into the Big Green Box, a recycling program provided by Kinsbursky Brothers Inc.
- Lantern / camp-stove size Propane Cylinders shall be placed into 55-gallon drums along with vermiculite for cushioning. Small Fire Extinguishers shall also be handled the same way.
- BBQ Grill-size Propane Cylinders shall be palletized with shrink wrap or placed inside Cubic Yard Boxes to prevent shifting during transport. The boxes shall not be sealed at the top since each cylinder is considered a DOT-approved transport container.
- E-waste shall be sorted and palletized with shrink wrap, placed inside Cubic Yard Boxes, or onto "E-racks" to prevent shifting during transport.

3.7 Handling Unknowns

All containers received at the SWCC shall be checked by Contractor for labels, and participants must be asked by Contractor to confirm contents. If there is no label but the participant can identify the container's contents, then the identity will be written on the container by Contractor with indelible marker. Unknowns, whether identified by the person delivering them or not, will be segregated from other materials until unknowns characterization is performed.

Contractor's personnel will perform unknown characterizations on-site using a variety of analytical test methods. These "fingerprint" tests determine whether the compound is acidic, basic, water reactive, cyanide, sulfide, an oxidizing agent, or a combination of hazards. Once these properties are determined, chemicals with similar hazards shall be packaged together by Contractor by DOT classification. Any chemicals that are not compatible will be placed by Contractor in their own containers for disposal

3.8 Paintcare

PaintCare is a non-profit organization managing in accordance with the California Architectural Paint Recovery Program (the "Program"), as set forth by Cal. Public Resources Code §§ 48700 – 48706 (2010). PaintCare is required to develop and implement a program which includes the management of end-of-life of postconsumer architectural paint in an environmentally-sound fashion, including collection, transportation, processing and disposal. All paint shall be handled by Contractor as directed by City, including, without limitation, City's direction to Contractor to bulk paint for disposal.

Clean Harbors shall contract directly with PaintCare for the hauling, recycling and disposal of PaintCare program products removed from the SWCC. The City of Elk Grove will submit a Letter of Authorization to PaintCare allowing Clean Harbors to operate the SWCC as a private Contractor and handle SWCC PaintCare program products. The City will complete a separate re-use contract directly with PaintCare for the material managed in the material re-use room.

If Contractor is directed to bulk paint by the City, the City shall contract with PaintCare so payment is provided directly to the City not to Contractor for the bulking of program products.

Contractor shall stock the SWCC's Reuse Room with PaintCare program products as further set forth in sections 1.5 (SWCC Reuse Room) and 3.17 (Reuse Room (Material Reuse Program)) of this Exhibit A.

3.9 Manifesting | Loading | Shipping

Contractor shall ensure that all waste is properly packed in a manner that complies with all applicable law and meets or exceeds industry standards. The waste containers shall be sealed, labeled and removed from the packing area. The containers shall be stored in the designated

waste storage areas according to hazard class and chemical compatibility until the scheduled shipment date. Contractor will ensure that all wastes packaged and stored at the SWCC are transported to a permitted Treatment, Storage and Disposal Facility (TSDF) or recycler within one year from receipt at the SWCC.

Prior to being loaded onto the transportation trucks, the waste shall be entered by Contractor into the completed waste documentation files. The waste containers shall be loaded onto a transportation truck using a forklift. The waste will remain on the vehicle until it is received at the manifested TSDF.

No unacceptable wastes shall be accepted at the SWCC. However in the event a waste item is later identified as an unacceptable waste, such as explosives or radioactive materials, they shall be handled either by the Contractor directly, or through specialty subcontractors. The Contractor shall audit and approve specialty subcontractors to handle any conceivable type of waste. Specialty subcontractors will be identified as required, as new waste streams are encountered.

For each type of waste shipped from the SWCC, Contractor shall provide City with a description of the waste (waste profile). The waste profile shall be on a Waste Material Profile sheet and shall include a description of the waste stream's chemical components, and if available, a listing of unique chemical characteristics of the waste. Contractor staff shall base its testing, evaluation and procedures on "fingerprint" test results (See 3.7 Handling Unknowns). The Contractor is authorized by the City to sign the profile documents and make modifications to the profiles or manifesting documents.

The City authorizes Contractor to act as the "authorized representative" (as defined by the Resource Conservation and Recovery Act, codified in 40 CFR 260.10) to prepare documents required for transportation and disposal of hazardous waste. Such services are to include, but are not limited to, performing analysis, making waste certifications and preparing documentation such as profiles, manifests, bills of lading, notifications and certifications of land disposal restrictions and other necessary documents.

Contractor shall assume generator status of all waste removed from the SWCC. Assuming generator status means acquiring all rights, titles, and liability to waste removed from the SWCC.

3.10 Phone Calls/E-mails

The Contractor shall manage a public information line to answer questions about proper waste disposal and for dropping off HHW at the SWCC Sunday through Wednesday. The Contractor shall return all calls within 24 hours of receiving a call Sunday through Wednesday. The Contractor will not place individuals on hold in excess of five (5) minutes. SWCC customers shall not require an appointment. Residents may drop off waste during all operational hours. The City will provide one phone line, one fax line and one e-mail address as well as associated equipment (Exhibit A Attachment 4). Residents shall be able to call the SWCC directly for

information and assistance by Contractor. The City will provide both phone lines and call center system similar to the City's current phone tree.

The Contractor shall answer all incoming e-mail questions and provide information to questions about waste disposal and for dropping off HHW at the SWCC Sunday through Wednesday. The Contractor shall return all-emails within 24 hours of receiving the e-mail, Sunday through Wednesday.

3.11 Appointment Systems for Conditionally Exempt Small Quantity Generators (CESQG) and Accountability

The Contractor shall manage the appointments for CESQG. The City will provide the Contractor a phone number and email address to make available to qualifying Elk Grove businesses for CESQG services and shall return all calls and e-mailed questions within 24 work hours, Sunday through Wednesday. Appointments for CESQG customers will be scheduled on Wednesday, unless special arrangements are coordinated in advance for another day.

The Contractor shall accept payment in the form of cash, personal or business checks, or credit cards for the amount due. The fee schedule shall be provided to the Contractor by the City for collection by Contractor. The Contractor shall put in place an auditing system to ensure proper handling of any financial transaction.

The Contractor shall be responsible for all transactions and collecting fees at the SWCC. Contractor shall provide a work plan detailing the collection of all fees, ensuring the proper accounting of all transactions, procedures for accounting for cash on hand, as well as, any security procedures and physical controls that shall be put in place for the safekeeping of monies to assure they are not lost or stolen. In regards to the accounting and handling of monies, Contractor shall detail all aspects of their internal control process.

The Contractor's work plan shall document the transaction cycle, from payment by the customer to remittance to the City, including the flow of documents from the Contractor to the City's Accounting and Solid Waste Divisions. Contractor shall provide monthly reports that include all data on all transactions and fees collected with sufficient internal control data to provide for a City audit of all transactions. Any fees collected shall be documented as a credit on monthly invoices, with supporting documentation provided by Contractor to City.

Contractor shall ensure the following:

- The CESQG Program shall be conducted on an appointment-only basis. Contractor shall manage the City's CESQG appointment hotline during the normal hours of operation at the SWCC. Contractor shall make all the necessary arrangements for the acceptance of the CESQG waste.
- Contractor may be asked by City to charge a minimal "registration fee." This fee shall be applied toward the CESQG's disposal costs. Only "No Shows" will forfeit their

“registration fee.” This fee would cover the costs of the approval chemists’ and project managers’ time in reviewing and analyzing the waste inventories and providing the participant with a cost estimate. This process shall serve as an added incentive for participants to keep their appointment.

- Each CESQG wishing to participate in the program will be requested to present an inventory of their hazardous wastes to Contractor at least one week prior to their desired appointment time . The inventories shall be reviewed by Contractor for acceptance and an estimated fee will be established based on the pre-determined rate schedule for business waste.
- Upon acceptance and establishment of fees, the businesses will be assigned an appointment time for delivery of the waste.
- All participating CESQGs shall be required to sign a certification that they are Conditionally Exempt Small Quantity Generators and as such, qualify for the program.
- The Contractor must verify that the participant’s waste matches their waste inventory and profile.
- Payments shall be collected by Contractor at the time of waste acceptance.

3.12 Emergency Notifications

The Contractor shall immediately notify appropriate local emergency response agencies, to include fire and police departments, hospital(s) and City staff should an emergency event occur (as defined in the Operations Plan for the SWCC). The Contractor shall notify the City Contract Manager immediately and provide written reports of any accident involving personal injury, near misses, accidents, customer incidents or property damage within 48 hours following an incident. The Contractor shall cooperate with the City staff regarding safety issues or any problems or concerns within the scope of this Contract.

3.13 Health and Safety Program

The Contractor shall prepare and implement a health and safety program. This program must address precautionary measures necessary to protect the health and safety of the all users and occupants of the SWCC, including, without limitation, members of the public, City staff and contractors, and Contractor’s personnel. The program must also identify incident reporting and follow-up procedures that ensure that best management practices are maintained to prevent injury, harm or illness to workers, users and occupants of the SWCC.

As a minimum, this program must include the following:

Provisions that are meant to incentivize Contractor’s employees for using safe practices.

Incident reporting procedures for incidents resulting in an actual or potential injury. The program must include a requirement that these incidents be tracked and reported to the City within 24 hours of occurrence.

A data management system that contains incident information that is made available to the City should the City request data or a report related to the information stored within the system.

A follow-up process whereby Contractor shall evaluate all incidents and provide recommendations and training for improved health and safety practices. These follow-up procedures must be reported to the City by Contractor in writing within 96 hours of the incident.

No additional compensation shall be provided to the Contractor for preparing, implementing and modifying the health and safety program, nor shall additional compensation be provided for training of Contractor's personnel in health and safety procedures.

Health and safety violations, as defined herein, are subject to liquidated damages as specified in Exhibit G of this Contract.

3.14 Intentionally Omitted

3.15 Intentionally Omitted

3.16 Aboveground Storage Tanks

An engineering certification indicating the "containment system is suitably designed" must be retained on site.

The Contractor shall be required to inspect each aboveground storage tank (containing used oil and antifreeze) on a daily basis (Sunday through Wednesday) for the following:

- Overfill/spill control equipment (including without limitations, waste-feed cutoff systems, bypass systems, and drainage systems) to ensure that it is in good working order;
- The aboveground portions of the tank system, if any, to detect corrosion or releases of waste;
- Data gathered from monitoring equipment and leak-detection equipment, (including without limitations, pressure and temperature gauges, monitoring wells) to ensure that the tank system is being operated according to its design; and
- The construction materials and the area immediately surrounding the externally accessible portion of the tank system including secondary containment structures (including without limitations, dikes) to detect erosion or signs of releases of hazardous waste (containing oil or antifreeze wet spots).
- The Contractor must record daily the results of the inspections, and incorporate that information into the monthly report.

3.17 Reuse Room (Material Reuse Program)

The Reuse Room shall be open to the public for the free Material Reuse Program during normal business hours. The Contractor must provide labor/supervision at the Reuse Room to assist residents with the rules and procedures used in the Material Reuse Program. The Contractor shall stock products into the room and log products stocked into and taken from the room. The

Contractor shall reuse as much material as possible in accordance to the City's Material Reuse Policy, and shall strive to achieve and maintain a 5% reuse goal.

The Contractor shall make available to the public reusable products at no charge. The Contractor shall set aside unrestricted products that are not contaminated in original containers with labels intact and that are not outdated or banned. The Contractor shall maintain a record of each product made available for reuse by volume and name. All persons accepting reuse products shall read and sign a liability waiver form provided by the City in the form attached hereto as Attachment 5, Reusable Materials Acceptance Form. The City may choose to accept or reject products designated for reuse. Rejected products shall be managed by the Contractor as HHW. The Contractor shall transport products from the identification area to the Reuse Room area of the facility.

A plan for the SWCC's Reuse Room Program must be prepared by Contractor and approved by the City at least 30 day prior to the opening day of the SWCC. It must include:

- An operations outline including, but not limited to, staffing requirements, selection criteria for product types, procedures for inspection of materials, record keeping, and management of items that have remained on the shelf for over six (6) months.
- Recommended system of evaluating the success of the Reuse Room Program.
- General rules of the Reuse Room which will include, at a minimum, the following:
 - Users of the Reuse Room must be residents of Elk Grove
 - Households are limited to no more than ten (10) items per calendar month
 - Children under 18 years old must be accompanied by an adult. Reuse materials shall not be offered to participants under the age of 18.
 - All participants entering the Reuse Room shall have shoes and shirts.
 - Participants cannot open containers or spray aerosols.
 - Participants must be courteous and respect other customers.
 - All participants must sign documentation of the items removed.

Contractor's employees will be allowed to take material from the Reuse Room area, just like all other users of the facility, so long as the employees follow the same rules as the general public, being limited to no more than 10 items per calendar month.

3.18 Operation/Contingency Plan for SWCC

The Contractor shall review the City-provided draft of the SWCC Operation Plan, which includes a Contingency Plan, and finalize the document to be consistent with their operational procedures prior to opening day.

3.19 Other Waste Management Programs

Retail Take-Backs may be developed for specific universal wastes, including paints, fluorescent bulbs and batteries. No estimates of retail participation and/or waste volumes are available at

this time. The Contractor may be requested to provide specific services and costs for the Retail Take-Back Program as it develops over the term of the Contract.

The Contractor may utilize the propane fuel in the 20 pound propane cylinders received via the public to fuel the 40 pound propane cylinders that will then fuel the forklift. The transfer of the propane must be in compliance with OSHA Safety guidelines and all other applicable laws.

3.20 Participant Survey

The Contractor shall survey participants on a City approved form, and collect the surveys following participants' use of the SWCC. The City may require the Contractor to have all visitors complete a re-use survey as a requirement of using the Reuse Room.

3.21 Permits

Contractor must obtain and maintain all required federal, state, and local permits for the operations conducted within the SWCC. The Contractor shall be responsible for providing technical material to City as necessary to obtain permits and variances required to operate the SWCC.

3.22 Publicity

The Contractor shall be responsible for dissemination of all public outreach information provided by the City to all users of the SWCC related to any solid waste or the hazardous waste program. The Contractor shall not disseminate any information about the facility without pre-approval/consent of the City.

3.23 Public Recycling Area Behind Building

Located behind the SWCC there will be a free for Elk Grove residents recycling area. Residents of Elk Grove will be allowed to dispose of hard to recycle items; items that are large in size and do not traditionally fit into their recycling cart. The facility will likely accept materials such as: rigid plastic, cardboard, metal, clothing, green waste, shoes, block type Styrofoam and perhaps carpet, and tires. The facility may also handle additional green waste during leaf season. This list may change with items added or deleted with time. The Contractor's scope of work must anticipate additional programs, including without limitation a Tire Amnesty Program, and the labor to address them. The Contractor staff shall operate consistent with the requirements of this Scope of Work; compensation for these additional programs are included in Contractor's monthly fee. The Contractor will have an oversight role that will include verification of customers' jurisdiction and their waste types delivered, data collection from participant, assistance with unloading (if required) and a visual inspection of all containers and cleaning around the area. Tire collection may occur as an event with selected days but the Contractor will still be required to monitor the income loads of tires from residents during the normal operating hours of the SWCC. The Contractor staff will direct customers regarding proper usage of the facility. A City solid waste contractor will replace a container with an empty one and haul away

the recycle material as needed. Trash must not be allowed to be deposited anywhere within the recycling area. The Contractor shall be responsible for monitoring this area daily and notifying the City if problems are observed.

3.23 Staffing

The Contractor shall provide no less than one (1) full-time equivalent forty-hour (40) per week site Program Manager/ Supervisor/Chemist and two (2) full-time equivalent forty-hour (40 hour/each person per week) trained Hazardous Materials Technicians assigned to the SWCC permanently. The Contractor may require additional staffing as needed but may not drop below the requirement of the three (3) full time employees working within the facility on a permanent schedule. Should the Contractor experience an excess of 600 users at the facility in any calendar month, then Contractor must increase staffing at the SWCC to beyond the minimal staff requirements and schedule more employees to work the heavy days of the week or months of the year; additional compensation shall be provided as stated on Exhibit C (Compensation).

In addition to the other requirements stated in this Contract, the Contractor shall be responsible for the following tasks:

- Site opening (opening gates, opening drums to start the day);
- Directing traffic; handing out informational materials and collecting completed surveys;
- Unloading cars; screening and delivering wastes to appropriate sorting areas;
- Preparing inventories for lab packs;
- Ensuring all manifests are prepared timely and all information is correct;
- Oversight of the recycling area located behind the building;
- Physically assisting residents in the recycling area, if requested;
- Conducting all inspections and performing safety training;
- Performing facility maintenance as specified in Attachment 6 which is attached here to and incorporated here by reference;
- Cleaning the facility as specified in Attachment 7 which is attached here to and incorporated here by reference (City provided cleaning services are specified in Attachment 8 which is attached here to and incorporated here by reference);
- Purchasing those supplies needed for daily operations; and
- Closing the facility.

Contractor shall implement a new employee safety program and shall train all new employees with an Orientation Program to ensure they receive safety and job training. Contractor's management shall make the determination of worker competency through job observations, and documented performance assessments with the new employee and their assigned supervisor. Contractor shall maintain a history of all training records and provide to City Contract Manager if requested.

All training courses, whether internal or external, shall be tracked in a Contractor's database, and each course shall be assigned a general category and specific code, including duration. When individuals attend specific training courses, the course code and date of attendance shall be entered into the Contractor's database.

Information contained in the Contractor's database shall include:

- Employee name and hire date;
- Employee's assigned location or office;
- Name and course code of class;
- Date of course completion;
- Certification expiry date; and
- The training provider (e.g., instructor's name).

3.24 Supplies and Equipment

The Contractor shall be responsible for using appropriate supplies, materials, equipment, vehicles, and drivers as specified by law, including but not limited to, federal and California laws and regulations for the management of hazardous wastes. The Contractor shall furnish supplies and equipment necessary for the safe and legal packaging, processing and preparing for disposal of the wastes. These supplies include, but are not limited to, those items listed in Attachment 1, Contractor Provided Equipment List, which is attached hereto and incorporated herein by reference. The City shall provide a forklift, scale, shelving, chemically-resistant unloading carts, HazMat storage lockers, tables for sorting, oil tank collection system, potentially a filter crusher, antifreeze tank collection system, potentially a paint can crushers, and an air compressor, emergency equipment, which the Contractor shall use and operate in accordance with industry standards. The list of equipment provided by the City is included in Attachment 4, City Provided Equipment List, which is attached hereto and incorporated herein by reference. In general, equipment that is permanent, stationary or will be used repeatedly within the SWCC is purchased and owned by the City. Equipment that is for the Contractor's employees (PPE, safety gear), one time only use, or used in packing or storing the waste (absorbent) or daily (office supplies) are the responsibility of the Contractor. An inventory inspection shall be performed by Contractor monthly to ensure City supplies and equipment are not missing or damaged. Drums will be provided by the Contractor for all waste types that are approved and contracted to be removed from the SWCC. Drums shall arrive as reconditioned or new and must be labeled for each waste type. Contractor will provide miscellaneous signage for use at the SWCC.

3.25 Manifests

The Contractor shall be required to prepare hazardous waste manifests and bills of lading in compliance with federal and state laws and regulations. The Contractor is responsible for the accuracy and completeness of the manifest or bills of lading and that the document is consistent with the relevant Waste Profile Sheet on file for the waste material. The Contractor is responsible for signing all manifests and bills of lading for all waste types leaving the SWCC. By execution of this Contract the City authorizes Contractor to act as the City's "authorized

representative” (as defined by the Resources Conservation and Recovery Act, codified in 40 CFR 260.10), The City agrees to complete waste profiling forms for each waste type tendered to Contractor. Contractor is liable under federal and state hazardous waste regulations as the “generator” for the waste material collected and transported from the SWCC. The City shall not be responsible for payment of additional costs because of manifest errors and will evaluate and determine who should be responsible for any cost related errors; Contractor shall pay for all costs determined to be the responsibility of Contractor.

3.26 Non-Conforming Waste Provision:

The City shall provide Contractor with a description of acceptable waste (“Waste Profile”). Upon approval by Contractor the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, but accepted at the SWCC, will be prepared for lawful transportation by Contractor once a lawful manner to dispose of waste is determined.

4.0 TRANSPORTATION AND DISPOSAL CONTRACTOR RESPONSIBILITIES

The purpose of this section is to outline the specific responsibilities to be performed by the Contractor when transporting, disposing and/or treating wastes.

4.1 Transportation and Disposal Contractor Warranties

The Contractor warrants that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully load, transport, and dispose of all hazardous and universal waste that is listed in the Scope of Work, section 1.2. The Contractor is required to provide all drums (metal or plastic), cubic yard boxes, roll-off bin(s), containers or pallets that will be used to hold the waste during transport.

Contractor must warrant that the storage treatment/disposal facilities it plans to utilize are licensed and permitted, by providing City with copies of all permits or licenses related to scope of work. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Contract, Contractor shall promptly notify the City of such loss within 2 business days.

4.2 DOT Permits

It shall be the responsibility of the Contractor to obtain and maintain all necessary permits to transport wastes according to DOT exemptions. The Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

4.3 Other Permits, Vehicle, and Driver Registrations

It will be the responsibility of the Contractor to ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required state and federal licenses. The Contractor will provide current copies of drivers’ licenses to the City by July 1 of each year of the contract. The Contractor must notify City,

within 24 hours, in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked or suspended.

4.4 Contractor's Drivers Training Program

Contractor shall require three years of experience and a road test prior to employment of all drivers, and a yearly evaluation of driving skills thereafter. Contractor shall perform a pre-employment driving record check on each driver candidate. If hired, the driver's record will be checked again by Contractor on a yearly basis.

All newly hired Class A CDL drivers shall undergo a 24-hour training course to familiarize themselves with Federal Motor Carrier and Contractor's policies and procedures. All new Driver Training for Chemists is eight hours because their CDL is Class B only. An eight-hour refresher course shall be required annually thereafter. Topics covered in New Driver Training classes shall include at a minimum:

- Overview of U.S. DOT Hazardous Materials Regulations;
- HM-181 Requirements ;
- Selecting a DOT Proper Shipping Name;
- Performance Oriented Packaging;
- DOT Pre-Transport Requirements;
- Special State-by-State Requirements;
- Chock and Jack Policy;
- Vehicle Safety and Compliance;
- Reporting Procedures;
- Driver Emergency Response Procedures;
- Log Book and Federal Hours of Service Regulations; and
- Trip Documentation.

4.5 Supplies and Equipment

The Contractor shall be responsible for using appropriate supplies, drums, materials, equipment, vehicles, and drivers as specified by federal and state laws and regulations for the management of hazardous wastes. The Contractor will furnish supplies and equipment necessary for the safe loading, transport and disposal of the wastes. The City will own a forklift and loading dock, which both the Contractor or any City contracted Transportation and Disposal (T&D) contractors can use at the SWCC (T&D contractor shall be another firm contracted by the City to transport and dispose of material from the SWCC that is not transported by the Contractor). The City only provides those items identified in Attachment 4. Any contracted T&D Contractor and the Contractor shall provide all drums (metal, poly or plastic), with labels (with the names already printed on them) cubic yard boxes, roll-off bins, 5-gallon pails, containers, or pallets that will be used to package the waste at the SWCC and later shipped during transport by that Contractor.

All of Contractor's vehicles utilized for transporting waste shall be maintained in good operating condition, have all inspection stickers, permits and licenses as required by all local, state and

federal regulatory authorities for the transportation of hazardous materials, and meet all U.S. EPA and DOT requirements.

Each Contractor vehicle shall be equipped with the following:

- Fire extinguishers, spill control and clean up supplies, safety equipment and accident reporting kits
- Racks, straps or other suitable devices to secure safety equipment and waste materials

4.6 On-site Hazardous Waste Management

The Contractor shall provide a driver who shall load the materials safely onto their vehicle and transport the material off site. The Contractor's staff will verify the drum inventories and provide quality assurance and quality control coordination to ensure acceptance of hazardous waste by treatment, storage and disposal facilities, they will double check that all labeling of drums containing hazardous or recyclable wastes is correct prior to shipment. The Contractor shall be responsible for moving containerized hazardous waste out of the facilities and onto their truck. The Contractor shall load the material onto their trucks from the loading dock.

4.7 Hazardous Waste Transportation

The Contractor shall schedule and arrange for shipments and then will load wastes into properly registered and licensed vehicles for transportation to the designated recycling or disposal site(s) immediately as needed by waste type. All waste must be off the site within one (1) year of acceptance. The Contractor is responsible for ensuring adequate containers (drums, cubic yard box, and/or pails, etc.) for packing and adequate storage space on truck(s) for all wastes scheduled for shipment (Attachment 9, which is attached hereto and incorporated herein by reference).

The Contractor shall be a registered hazardous waste hauler pursuant to California Health and Safety Code Section 25163 and such registration shall be maintained throughout the duration of the Contract with the City. The Contractor must also be a permitted Treatment, Storage, or Disposal Facility (TSDF), or have a working relationship including a Contract with such facilities to dispose of wastes. The Contractor shall hold a Hazardous Waste Transportation Registration with the State of California's Department of Toxic Substances Control. A copy of the Registration shall be kept at the office of the SWCC.

The Contractor shall inventory all waste removed from the site. All drums shall be clearly labeled in accordance with DOT requirements and clearly list their company name. The Contractor shall be responsible for all hazardous waste manifests and bills of lading and all supporting documentation in accordance with applicable local, state, and federal laws and regulations. Prior to payment of invoices, the Contractor shall submit copies of all completed inventories and manifests indicating final disposal of all waste to the City.

The Contractor assumes all responsibility allowed by law for the waste from the point at which it is accepted by the Contractor to the point at which it is accepted at the disposal or treatment destination.

The Contractor shall utilize only those third-party transporters that have been audited and approved by the Contractors' Internal Transportation Compliance Department. Each "approved" vendor must then be periodically re-audited by Contractor to ensure that the transporter is continuing to operate in an appropriate manner.

ATTACHMENT 1: CONTRACTOR PROVIDED EQUIPMENT FOR SWCC OPERATIONS

Contractor shall provide at its sole cost and expenses the following equipment and supplies:

Visqueen (Specify Thickness) 6 mil
Absorbent Pads (Assorted)
Absorbent, Oilsorb
Absorbent, Superfine
Acid/ Alkaline Neutralizer Kits
Asbestos Liners
California Waste Manifest
Chicken Wire
Chlor D Tech Kit
Coliwasa Tubes
D.O.T. Labels Assorted
Decon Tubs
Drum Gaskets
Drum Labels
Drum Liners
Drum Markers
Duck Tape
Dumpster Liners
HAZ CAT Kit for Unknown Wastes

Hazardous Waste Labels
Office Computer Software
Office Supplies as Necessary
Oxidizer Paper
Packing List W/ Envelope
Peroxide Paper
PH Paper
Pipettes, Plastic
Personal Protective Equipment (PPE), Aprons
PPE, Boot Covers
PPE, Chemical Resistant Gloves
PPE, Cotton Glove Liners
PPE, Ear Plugs
PPE, Face Shields
PPE, Green Nitrile Gloves
PPE, Labpack Gloves
PPE, Tyvek (many sizes)
Hydrochloric Acid 3%

The equipment and supplies listed herein shall be new and of good quality, maintained in good working order, and be stocked in sufficient quantities to meet the needs of the SWCC at all times.

ATTACHMENT 2: SPECIAL WASTE COLLECTION CENTER ANNUAL REPORTING GUIDELINES

The Contractor shall provide monthly reports documenting the type of data collected below, this monthly reporting will be the information that will be used to generate the annual report and shall be due to the City on the fifteenth of each month following the preceding month, for which data is reported. The Contractor shall be required to submit an annual report to the City by August 1 of each calendar year for the preceding fiscal year (July – June); the annual report will include the information set forth herein. The annual report is to include a table of contents, eight sections, as well as several charts and graphs all in a professional appearance. The City may request other reports as needed during the period of the Contract. The eight sections of the annual report are as follows:

1. Program Summary

This section will be used to summarize everything about the Special Waste Collection Center (SWCC) facility and recycle area behind the facility. It must include details about what the SWCC is doing on a daily basis.

Charts/Data to Include:

- Operating cost per car/fiscal year
- Pounds of Household Hazardous Waste (HHW) per car/fiscal year
- Operating cost per pound of HHW/fiscal year
- Summary of any survey information requested by the City for collection

2. Program Description

Describe the operational details of the programs. There should be a list of objectives and goals that the program had throughout the fiscal year. Short summaries of all programs happening within the facility and at the public recycling area will be required. Any suggestions for improvement about operating hours, funding, the rules of the facilities, eligible communities, etc. will need to be included in this section. Indicate if the Contract has any modifications that may need to be addressed in the future or discuss those that have been completed and the status of that Contract change.

3. SWCC Residential Participation

Describe how much participation within the community the facility is receiving. Statistics and trends should be noted by region and as a whole.

Charts/Data to Include:

- Residential participation by jurisdiction for the fiscal year
- SWCC participation in cars per month (number of cars/month)
- SWCC participation in average cars per day (number of cars/day)
- SWCC participation cars per 7-hour day with a yearly comparison
- SWCC participation participants vs. % of households for each region.

4. Quantities of HHW Disposed

Describe how much and of what materials are being disposed of within the facility. Describe specifics about what is being disposed of from the facility.

Charts/Data to Include:

- Estimate of HHW disposed by jurisdiction
- HHW disposal per month in weight shipped
- Breakdown of HHW shipped by weight (%) of each category
- HHW management method breakdown percentage of HHW processed by weight
- Pounds of HHW per car/fiscal years
- Include a copy of the recent 303 Form submitted to the State

5. Reused and Recycled HHW

This section will be used to describe how much materials are being taken in and recycled from the facility month to month. Calculate the financial saving the reuse program is generating each month and what the totals are at the end of every fiscal year.

Charts/Data to Include:

- Quantity of reused and recycled HHW that is given away
- Calculate the savings generated by the program

6. Small Business Program

Describe the collection of wastes from the small businesses that qualify as Conditionally Exempt Small Quantity Generators under the State of California's waste management laws. There should be details on a summary of the program, statistics of the program, as well as a list of any participants.

Charts/Data to Include:

- Include the rates charged to participants
- Reports indicating jurisdiction of business
- Revenue received (required monthly with invoice to City with backup)
- Small Business Program Participants List
- Small Business' Served in the FY Compared to the prior FY
- Small Business Program Summary / per Fiscal Year

7. Public Recycling Area Located Behind the Building

Describe how the public recycling area is working; include any problems situations and any suggestions for improvements. Report how much time is spent in oversight of the area.

Charts/Data to Include:

- Frequency of Users who also using the public recycling area
- Frequency of residents refused access to area
- Issues or topic related to oversight of area



8. Revenue and Expenses

Describe in detail all of the expenses and revenue that were involved with the facility in the fiscal year.

Charts/Data to Include:

- Tables that included a summary of revenue and expenses
- Expenses/Annual participation
- Monthly CESQG revenue received

ATTACHMENT 3: MINIMUM CONTAINER VOLUMES

Contractor shall, to the extent possible and in compliance with the terms of this Contract, fill each container to its full capacity to make full use of these resources. The table below presents the minimum volumes/quantities that shall be shipped by Contractor for disposal for the various types of containers.

Packaging Method	Container Size	Minimum Volumes* (gallons / pounds)	Notes / Other
Lab-pack:	5 gallon	2.5 G/ 20 lbs	
	20 gallon	7.5 G/60 lbs	
	55 gallon	20 G/170 lbs	
Loose Pack:	5 gallon	3 G/ 25 lbs	
	20 gallon	11 G/ 90 lbs	
	55 gallon	25 G/ 210 lbs	
Bulk:	5 gallon	5 G / 42 lbs	
	20 gallon	20 G / 170 lbs	
	55 gallon	55 G/ 450 lbs	
Meter Boxes or other approved container: Other approved container:	size: CYB size:	90 G/ 500 lbs	Aerosol

ATTACHMENT 4: CITY PROVIDED EQUIPMENT LIST

City shall provide the following equipment and supplies for use by Contractor for the SWCC only.

10 Chemically Resistant Unloading Carts	Hammers, Metal and Plastic (1)
Cart with three Shelves (reuse items) need 3	Hand truck (1)
Access Card for ID	Hazmat Storage Lockers (Four)
Air Compressor	Heavy Duty (Wesco style) drum dolly
Aluminum Placard Mount (10)	Impact wrench (closes drums mount the holder)
Antifreeze Tank Collection System	Internet with Limited Internet Options
Battery handler to move car battery (2)	Laboratory Furniture (No Lab Chemicals)
Bin (Plastic to hold items)	Large Mirror on wall (2) circles
Bold Cutters (2)	Litter Pick Up tool (1)
Broom, Hand and Wide Push (1)	Lock Out/Tag Out cabinet (1)
Bung Wrench (Hand Tools) (3)	Long Ladder (1)
Channel Lock Locks (1)	Mercury Spill Kit
Chemically Resistant Tray For Auto Batteries (1)	Office Furniture (Chairs and Desks)
Class D Fire Extinguisher (1)	Oil Tank Collection System
Continuity Check for the grounding cable (1)	Paint Tools (Spatula, Can Openers, Scrapper)
Computers	Pallet Jacks
Copier Machine	Phones and Call Center
Dead Blow Hammer (no bounce) (2)	Platform Scale (in floor)
Directional Signs	Potentially a Paint Can Crusher
Door Lock Security System	Recycle Bins (Republic Services to Provide Bins)
Double Containment Stand for Cooking Oil Unit (1)	Safety Traffic Cones (12)
Drug Collection Unit on Wheels	Scanner Machine
Drum Dolly (2)	Screwdrivers (4)
Drum Grabber Tool (1)	Security Box for checks (w slit) (1)
Drum level lock Rings	Security Cameras Total of 6
Dumpster Liner	Shelving (Separate City Verse Contractor Area)
Dust Pans	Shovels, Flat for Spill kits (1)
Emergency Generator	Small scale (approximately 1 foot by 1 foot) (1)
Emergency Response Equipment	Socket Wrench (2)
Emergency Warning Horn	Speed Wrench (1)
Fax machine	Tables (one just for batteries with holes)
Fire Extinguishers, ABC / 20 pound 4	Tarps various sizes (Specify Thickness)
Fireman's Hook (2)	Torque Wrench with gauge
First Aid Fire Wool Blanket	Trash (Republic Services to Provide and Service)
First Aid Kit	Two locks for Medical Waste Bin
Forklift	Wet/Dry vacuum (shop vac)
Funnels	Wall Mounted Safety Signs (numerous)
Ground clamps (8)	

Except as otherwise stated herein, City shall maintain and repair the equipment as needed, provided that Contractor notifies City of a need for repair and/or maintenance; except for damage caused by Contractor in which case Contractor shall be responsible for the cost of repair and/or maintenance.

ATTACHMENT 5: REUSABLE MATERIAL ACCEPTANCE FORM

Number of Containers	Container Size	Percent Full	Material

I hereby assume all responsibility and liability in connection with my acceptance of these Hazardous Materials. I understand that these materials may be hazardous and agree to take all due care and precautions in the transportation, storage, use, disposal and other management of these materials. I further agree that I shall use these Hazardous Materials for my own personal use only, and shall not sell or otherwise distribute these Hazardous Materials to any third party.

Liability Waiver: In taking these hazardous materials into my possession, I understand and agree that the City of Elk Grove:

- Does not guarantee that the material inside the container(s) is what it appears to be, and makes no warranties or representations concerning the physical and chemical characteristics of the Hazardous Materials.
- Makes no warranties or representations concerning the proper handling, use, storage, or other management of the hazardous material, or concerning the risks to human health and safety or to the environment from misuse.

Upon taking these hazardous materials into my possession, I agree to comply with all federal, state and local laws and regulations pertaining to the transporting, storage, use, disposal and other management of these materials.

I further agree to indemnify, hold harmless, and defend the City of Elk Grove, its officers, agents and employees from any and all liability, and any and all claims, demands, costs, damages, and expenses of any type whatsoever, which are in any manner connected with my acceptance, transportation, storage, use, disposal, or other management of this material.

Participant's Name:

Participant's Signature:

Street Address:

Telephone:

City, State, Zip:

Date:



ATTACHMENT 6: CONTRACTOR MAINTENANCE REQUIREMENTS FOR THE SWCC

In addition to other requirements set forth herein, the SWCC shall be maintained as follows:

Item	Maintenance Requirement
Steel Building Structural/Exterior & Interior Paneling, Fencing, Gate	Exterior of building should be high pressure washed annually by City. Fencing and gate are to be maintained by City. Fencing and gates are to be secured by Contractor.
Exterior/ Interior Personnel Doors, Door Frames	City to maintain all doors and the door security system. Contractor to secure all property locked and closed Sunday – Wednesday.
Floor and Bays	Contractor shall maintain floor and bays. City to repair as necessary. Contractor shall clean floors no less than weekly or as needed if more frequently in the materials storage room, ID packing room, reuse room, hazardous waste room hazardous storage room and dock area.
Fire Protection System	City to arrange for the system is to be inspected annually by a qualified contractor and that all fire extinguishers are serviced annually. All storm drains, double check valve, emergency generator, fire overflow tank, and alarms systems should be checked by Contractor on a regular schedule. Contractor shall ensure that all fire lanes are open and clear both inside the SWCC and outside the SWCC at all times.
Eye Wash and Shower	Contractor required to test and record no less than required by OSHA
Electrical/Storage Rooms	Contractor shall keep electrical panels clear and accessible. Electric panels – locked with onsite supervisor control of key. Report circuit disruptions or electrical issues immediately to City. Contractor shall not use circuit breakers as switches.
Light Fixtures	City shall replace as needed. Contractor is to communicate the need for repairs promptly to City staff.
Ventilation Equipment	HVAC shall be maintained by City. City to check twice yearly all mechanical equipment, including fans, heaters, A/C unit, water heater, etc. Replace A/C filters quarterly or more often if necessary.
Roll up doors and operator	City to perform maintenance specified in owner's manual. City will maintain.
A/C Surfaces	Sweeping of Disposal Lane arranged periodically by City.
Site Drainage	Contractor to monitor drainage of all storm water off site and report to City.
Litter	Contractor to remove debris immediately adjacent to building. Contractor to perform a litter sweep twice a week.

ATTACHMENT 7: SPECIAL WASTE COLLECTION FACILITY CONTRACTOR FACILITY CLEANING OBLIGATIONS

Contractor is required to clean those rooms not cleaned by the City's janitorial service. Contractor shall be required to clean the ID & Packing Room, Waste Storage Area, Material Storage Area, Hazardous Fluid Mixing Room, Re-Use Room, Loading Dock, Public Driveway and the Recycling Center behind the building. The Contractor shall need to perform the following maintenance/cleaning in each location:

Contractor shall clean the SWCC daily as follows:

1. Spot clean all rooms at end of day.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dirt or litter on the floor. Sweep/vacuum when visibly needed no less than weekly.
3. Spot clean walls, shelves, scale, unloading carts and tables. Walls (inside) – wipe spills and splatters up immediately.
4. Clean doors; roll up doors, door handles, and window glass as needed. No fingerprints shall be visible at the start of the operational day.
5. Clean the sink in the chemical hood area and counters in the ID room. This includes face of chemicals storage hood and cabinets.
6. Can Crushing Equipment: Spot clean exterior, doors/handles and remove any build up within the machine.
7. Oil filter crusher, paint bulking trees, oil draining area: Wipe down all residual waste from the day, clean the unit and remove empty containers.
8. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week.
9. Exterior unloading area and docking dock: Sweep when visibly needed and remove all litter
10. Wipe down all hand tools and return to the proper storage area. (bung wrench, socket wrench, spatula, etc.).
11. Receive all supplies, label them and stock them accordingly; Organize storage room so that all items go on a labeled shelf.
12. Ensure all paperwork necessary for the next working day is organized and neatly stacked and acceptable.
13. Clean the area around the storage bins for trash; recycle materials, e waste and asbestos waste.
14. Check the Public Recycling Area and place all times in their correct bins and clean up as needed.
15. Verify that all signage is up and visible.

Contractor shall clean the SWCC at least weekly as follows:

1. Sweep the following rooms: ID& Packing Room, Waste Storage Area, Material Storage Area, Hazardous Fluid Mixing Room, Re-Use Room, Loading Dock, public drive up area.
2. Spot clean all doors, door frames, walls and light switches to remove other markings.
3. Check all building lighting and report any outage.
4. Spot clean walls and wipe up splatter immediately.

5. Organize all labels, brochures, handouts and packing materials.
6. Organize and stock all materials received so that all items are placed in the storage area and labeled correctly.
7. Check/clean behind open doors and accessible spaces adjacent to eye wash area.

Contractor shall clean the SWCC at least monthly as follows:

1. Mop all floors in the Re-Use room, ID room and storage area.
2. Dust all horizontal and vertical surfaces not reached in normal cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
3. Clean the storage bay floor by moving all drums and cleaning behind them.
4. Clean and sweep the cage for the compressed gas cylinders.

ATTACHMENT 8: SPECIAL WASTE COLLECTION FACILITY JANITORIAL SERVICES PROVIDED BY CITY

The City, under separate contract, will be responsible for the following areas to be cleaned by a janitorial service. The janitorial service will clean weekly every operational Monday and Wednesday afternoons. The Contract Contractor is required to clean those rooms not cleaned by the janitorial service. In the event there is an overlap or duplication of areas to be cleaned, then both Contractor and the City's janitorial services contractor shall clean as directed.

The janitorial service will clean the following rooms only: Restrooms, Locker Rooms, Re-Use Store, Custodial Closet, Office, Break Room, and hallways to reach these rooms. They **will not enter or clean** the ID & Packing Room, Waste Storage Area, Material Storage Area and the hazardous Fluids Mixing Room. The Janitorial service will be required to perform the following duties:

Every Monday and Wednesday

1. Spot clean/vacuum all mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust, or garbage on the floor. Sweep/ dust mop when visibly needed.
3. Spot clean walls, baseboards, and directories.
4. Clean entry door metal trim, glass, sidelights, and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the business day.
5. Push tenant employees' chairs up into desk and return wastebaskets to the proper position.
6. Clean all sinks and counters in break room. This includes face of cabinets.
7. Refrigerators: Spot clean exterior, doors/handles, and interior.
8. Microwaves: Spot clean exterior and interior.
9. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacles as needed.
10. Recycling: Transfer contents of paper recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacles as needed.
11. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls, or ceilings.
12. All restrooms: Clean with a detergent/disinfectant and polish all sinks, counters, toilets, and urinals beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
13. All Restrooms: Damp wipe all ledges. Remove fingerprints, streaks, smudges, and foreign matter from all painted surfaces.
14. All Restrooms: Spot clean light switches, doors, and walls to remove fingerprints, streaks, smudges, and foreign matter, from all painted matter.
15. All Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stains, spills, mineral deposits, or soap residue shall be present at the start of the business day.

16. All Restrooms: Clean and polish all mirrors, soap dispensers, shelves, chrome fixtures, piping, toilet hinges, and disposal container exteriors using detergent/disinfectants and water. No streaks, stains, spills, mineral deposits, or soap residue will be present at the beginning of the business day.
17. All Restrooms: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers, and air fresheners. Check and replace auto dispenser operating batteries as needed. Furnish and refill sanitary napkin dispensers. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
18. All Restrooms: Empty sanitary napkin disposal receptacles. Replace plastic liners.
19. All Restrooms: Report all mechanical deficiencies, dripping faucets, and other problems to City Staff.
20. Exterior entrances and walk ways: Sweep and check area and remove all litter, cigarette butts, etc.
21. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep, and mop floor.

Once a Week

1. Vacuum clean all carpeted areas.
2. Sweep and mop break room area.
3. Spot clean all doors, door frames, walls and light switches to remove other markings.
4. Lift and clean under all mats.
5. Restrooms: Remove scale from all fixtures without damaging finish.
6. Restroom: Clean all baseboards with germicidal detergent.
7. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops, and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
8. Dust all window sills, door louvers, wood paneling, molding, structural, and furniture ledges, and chair rungs.
9. Spot clean walls.
10. Dust all picture frames charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

Monthly

1. Clean/polish kick plates on doors.
2. Clean all office and break room chairs.

Quarterly

1. Machine scrub, polish, and disinfect all ceramic tile floors including restrooms.
2. Restroom: High dust light, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior window to a height of ten feet from the floor.

5. Strip, machine, scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop slash stains. This includes all Wet and Vinyl floor copy area.
6. Clean all interior doors on both sides.

ATTACHMENT 9: CONTRACTOR PROVIDED EQUIPMENT LIST

TRANSPORTATION AND DISPOSAL ACTIVITIES ONLY

Contractor shall provide the following types of containers to transport waste (typical types of containers that might be required not all may be required).

- 5 Gallon Pail (bucket)
- 5 Gallon 1H2 drums
- 15 Gallon open top drum
- 30 Gallon open top drum
- 55 Gallon 1A2 drums (plastic, poly or metal)
- Fluorescent Tube Boxes, Cylinders
- Fluorescent Tube Containers 4'
- Fluorescent Tube Containers 8'
- Cubic Meter UN Boxes
- Cubic Meter Non-UN Boxes
- Cubic Yard UN Boxes
- Cubic Yard Non-UN Boxes
- Fiber Drum
- Roll Off Bin
- Pallet
- Drum liners
- Any D.O.T. Labels (Container should be delivered with preprinted labels)
- Bill of Lading
- Disposable Placards

Personal Protective Equipment (for driver or helper as appropriate)

- Tyvek
- Safety glasses
- Leather gloves
- Chemical resistant gloves
- Boots steel toed
- Uniforms

EXHIBIT B: SCHEDULE OF PERFORMANCE

Immediately upon receiving a Notice to Proceed in accordance with Section 13 of this Contract, the implementation period shall commence pursuant to section 3.5 of Exhibit A (Scope of Work). During the implementation period, Contractor shall begin all required preparatory activities such as personnel hiring, personnel training, completing all required work plans and documents, procuring equipment, and ensuring that all required permits and plans are ready for opening of the SWCC to the public.

During the implementation period, the Contractor and City shall agree on an opening date for the SWCC. Once opened, the Contractor shall operate the SWCC in accordance with the Scope of Work requirements. This implementation period will end when the facility is open to the general public four days per week.

Except as otherwise stated herein, the SWCC shall be open for use Sunday through Wednesday from 9:00 a.m. to 4:00 p.m.

EXHIBIT C: COMPENSATION AND METHOD OF PAYMENT

INVOICING

The Contractor shall submit monthly invoices detailing the activities conducted with a fee for the site operation, fees for high use periods, and types and quantities of wastes sent offsite for recycling or disposal. Contractor's monthly invoices shall document all CESQG fees and Paintcare revenue collected and such revenues shall be credited to the City towards the monthly fee. Electronic payment will be made to Contractor's designated account with 45 days of submittal of Contractor's invoice, unless disputed by the City. Amounts due may be reduced by liquidated damages that have been assessed in accordance with Exhibit G.

COMPENSATION RATES

1). Total Monthly Cost to Operate the SWCC ("Basic Monthly Service") is \$20,520.00/month (less CESQG fees collected). PaintCare payment to Contractor for the hauling, recycling or disposal of PaintCare program products are not considered reportable revenue to the City. If the City elects to direct Contractor to bulk paint then payments made by PaintCare for the bulking of paints must be made by PaintCare directly to the City. This monthly fee includes compensation for all work to be completed by Contractor under this Contract unless expressly stated otherwise.

1.1 **Increase or Decrease in Hours.** In the event the City increases or decreases the hours of operation of the SWCC, the monthly operating fee shall be commensurately increased or decreased at the rate of \$125.00 per hour ; this rate shall also apply, and Contractor's invoices adjusted (reduced) accordingly, for every hour that Contractor fails to fully staff the SWCC as required herein.

2). Compensation for High Usage Periods. If the number of participants using the SWCC exceeds 600 qualified users in a given calendar month, the Contractor may bill the City \$18.00 for every Qualified User over the 600 users in that month. The 600 count represents those facility users who deposited waste at the SWCC and those individuals needing physical assistance at the recycling area unloading material; Contractor must document every user of the SWCC, including without limitation name and address and provide those records to City. All residents who got screened by the Contractor's staff and then proceed to the recycling area and unloaded their material or all residents who are just taking material from the Re-Use room are not included in the visitor count for the usage of the facility or for extra compensation. Should the Contractor experience an excess of 600 qualified users at the facility then Contractor is required to increase staffing at the facility to beyond the minimal staff requirements and schedule more employees to work the projected heavy days of the week.

3). Implementation Period: The Implementation Period will begin immediately upon receipt of a Notice to Proceed from the City and will extend until the official opening day of the facility. The total compensation to the Contractor for the implementation period shall be a flat all-inclusive fee of \$7,500.00 and shall be invoiced as follows:

A payment of 1/3 (\$2,500) of the total Cost of Implementation Period shall be made upon satisfactory completion of the following tasks, the City will provide a draft of each type of document:

- Contractor has finalized all required plans and the variance request to the Department of Toxic Substances Control and/or permits to be in accordance with the operations of the SWCC submittal for a Permit-by-Rule and have successfully submitted the documents to their appropriate agencies.
- These include but are not limited to the Exposure Control Plan, Hazardous Materials Plan, Operations Plan and Hazardous Communication Program.
- The Contractor has created the SWCC Operation Plan and Health and Safety Performance Records, the Emergency Preparedness and Contingency Plan, the SWCC Facility and Equipment Inspections forms and the forms used for the Equipment Maintenance program.

A second payment of 1/3 (\$2,500) of the total Cost of Implementation Period shall be made upon satisfactory completion of the following tasks:

- Issuances of all permits that are required to allow the SWCC to be fully operational.
- Contracts related to Paintcare will be final.
- The SWCC is expected to qualify for a "Permit by Rule" pursuant to Title 22 California Code of Regulations and the Sacramento County Environmental Management Department as the Certified Unified Program Agency (CUPA) has reviewed the project information and issued permission to open.
- Permits required for bulking of materials have been obtained by Contractor.

A final payment of 1/3 (\$2,500) of the Total Cost of the Implementation Period shall be made upon satisfactory completion of the following tasks:

- Acquire and stock all equipment and all safety PPE
- Personnel medical monitoring
- Hire and train new personnel, complete the required screening
- Test and ensure phone lines and computer lines are working properly
- Conduct 6 days (live days) which the SWCC will be open for training
- Ensure all equipment and areas of the SWCC are working properly
- All training programs (Hazwoper, DOT, incident / accident reporting) are complete.

4). Contractor Transportation and Disposal Rates

For the transportation and disposal of waste, as required by Contractor herein, Contractor shall be compensated at the rates set forth on Table 1, which is attached hereto and incorporated herein by reference.

These rates shall be paid by City to Contractor on a unit basis for the proper disposal or

recycling of waste transported away from the SWCC by the Contractor.

COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

Additional Services and Reimbursable Expenses that are not included in the Contractor’s Basic Monthly Services shall be compensated at 1.0 times direct cost unless otherwise agreed to in accordance with Section 10 (Amendments, Changes, or Modifications) of this Contract. Only those additional costs and reimbursable expenses approved by the City in advance and in writing by the City, with supporting documentation evidencing those costs provided by the Contractor shall be approved. If authorized by the City, as a part of this Contract there is an annual contingency not to exceed Forty Thousand dollars (\$40,000) that at the City’s sole discretion may be applied to authorize Additional Services and/or Additional Reimbursable Expenses.

RATE INCREASES

All compensation rates shall remain in effect for the first three years of the Contract. Should the City and Contractor agree to extend the Contract beyond the initial three year period, then the compensation rates for each year of the possible three one-year extensions may be increased up to an amount equal to the annual change in the CPI between January 2014 published rate and the January 2017 published rate. This change in compensation rate shall become effective on the first day of March of 2017 (provided the contract is extended). That new rate will remain in place for all subsequent extensions should they be granted. .

The CPI to be used is the one published by the United States Department of Labor for the Sacramento-Arden-Arcade-Roseville, CA area for Trade, Transportation, and Utilities (website: http://www.bls.gov/eag/eag.ca_sacramento_msa.htm). The January 2012 rate was 135.8, the January 2013 rate was 142.1.

EXAMPLE CALCULATION

The following calculation is meant to be used only as an example of how a CPI increase will be used should the City opt to extend the Contract and agree to the rate increase as provided for herein.

Years 1 – 3
No rate increases

Optional Years 4-6:
New Rate to be effective March 1 in Year 2017 (and remain in effect through year 2019) =
[Years 1-3 Rate] * [CPI from January Year 2017]/[CPI from January Year 2014]

Transportation and Disposal Rates

Table 1 to Exhibit C

Costs for transportation and recycling or disposal of wastes shall be paid on a unit basis in accordance with the following table.

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/type (15 gal.)	10-Gallon Drum	5-Gallon pail/Bucket	Cost Per Item	Cost Per Pound ***
Flammable Solids- LPTN	DI	Loose Pack	452	421	215 ¹	166 ¹	137 ¹	134 ¹			
Flammable Liquids- LFB1	FT or DI	Lab-pack		368	179 ¹	139 ¹	114 ¹	112 ¹	63 ¹		
Bulked Flammable Liquids- FB1	FT or DI	Bulk		230	105	92					
Oil-base paint & Related- LPTP (LO) & FB2 (BU)	R	Paint care	347	279	131						
Poison Solids- LCCR	DI	Lab-pack	530	406	205 ¹	158 ¹	130 ¹	128 ¹	71 ¹		
Poison Liquids- LCCR	DI	Lab-pack		406	205 ¹	158 ¹	130 ¹	128 ¹	71 ¹		
Reactives- LRCT	DI	Lab-pack						213 ¹	113 ¹		
Inorganic Acid- LCCR	DI	Lab-pack		414	189 ¹	146 ¹	121 ¹	119 ¹	66 ¹		
Organic Acid- LCCR	DI	Lab-pack		414	189 ¹	146 ¹	121 ¹	119 ¹	66 ¹		
Inorganic Base- LCCR	DI	Lab-pack		414	189 ¹	146 ¹	121 ¹	119 ¹	66 ¹		
Organic Base- LCCR	DI	Lab-pack		414	189 ¹	146 ¹	121 ¹	119 ¹	66 ¹		

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/type (15 gal.)	10-Gallon Drum	5-Gallon pail/Bucket	Cost Per Item	Cost Per Pound ***
Neutral Oxidizer-LCCRO	DI	Lab-Pack		486	260 ¹	200 ¹	164 ¹	161 ¹	88 ¹		
Organic Peroxide-LRCTO	DI	Lab-pack			265 ¹	200 ¹	215 ¹	213 ¹	113 ¹		
Oxidizing Acid-LCCR	DI	Lab-pack		486	260 ¹	200 ¹	164 ¹	161 ¹	88 ¹		
Oxidizing Base-LCCRO	DI	Lab-pack		486	260 ¹	200 ¹	164 ¹	161 ¹	88 ¹		
Ammonium Nitrate Fertilizers-CAXI	DI	Lab-Pack		520	284 ¹	217 ¹	177 ¹	175 ¹	95 ¹		
PCB-Containing Paint-DH3	DI	LO		916	581	497	394		181		
Other PCB Waste-CHSI	DI	BU or LO			581						
Corrosive Aerosols-LCCRO	DI	Loose-pack	609	421	215 ¹	166 ¹	137 ¹	134 ¹	74 ¹		
Flammable Aerosols-LCCRO	DI	Loose-pack	609	421	215 ¹	166 ¹	137 ¹	134 ¹	74 ¹		
Poison Aerosols-LCCRO	DI	Loose-pack	609	421	215 ¹	166 ¹	137 ¹	134 ¹	74 ¹		
Antifreeze-B35	R	Bulk			140					1.16 Per gal bulk	
Latex Paint (Non-recyclable)	Note pack with Non RCRA liquids										

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85- Gallon Drum	55- Gallon Drum	30- Gallon Drum	Other size/ type (15 gal.)	10- Gallon Drum	5- Gallon pail/ Bucket	Cost Per Item	Cost Per Pound ***
Lead Acid Batteries (Auto) LBLA	R	Palletize									No Charge
Motor Oil- A31	R	Bulk per gal									No Charge
Oil filters- COF	R	Loose pack		269	134	162	141		47		
Mercury- LCHG4	R	Lab- pack							364		
Mercury containing Devices- LCHG2	R	Loose pack			1607 ¹	1210 ¹	971 ¹	969 ¹	491 ¹		
Fluorescent Light Tubes (intact)- CFL1	R	Loose pack									\$0.13/li near foot
Misc- Mercury Bulbs CFL2	R	Loose- Pack								\$0.65 each	
Low Pressure Sodium Lamps CFL5	R	Loose- Pack								\$0.65 each	
UV Lamps CFL6	R	Loose- Pack								\$5.00 each	
Fluorescent Light Tubes (broken)- CFL9	R	Loose- pack			686	536	457		212		
Compact Fluorescent Lights- CFL9	R	Loose- pack								\$0.65 Each	
Household Batteries - Alkaline- LBD1	R	Loose pack			528						
HH Batteries Lead Acid- LBLA	R	Loose pack									\$0.89

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/type (15 gal.)	10-Gallon Drum	5-Gallon pail/Bucket	Cost Per Item	Cost Per Pound ***
HH Batteries - Nickel-Cadmium-LBD2	R	Loose pack		371							
HH Batteries - Mercury-LCHG3	R	Loose pack								100 Per 2g box	\$5.78
HH Batteries - Lithium-LBBGB	R	Loose pack									
Electronic Ballasts- D80B	R or DI	Bulk or LO									\$1.21
Medical Sharps- D20	DI	Loose pack		263	210	168	158	84	84		
Pharmaceutical Waste- RX	DI	Loose pack		263	210	168	158	84	84		
Class 9 Non-RCRA Solids-LCCRN	DI	Lab pack	646	406	205 ¹	158 ¹	130 ¹	130 ¹	71 ¹		
Class 9 Non-RCRA Liquids-LCCRN	DI	Lab pack	646	406	205 ¹	158 ¹	130 ¹	130 ¹	71 ¹		
Class 9 Non-RCRA Solids-LLF	LF	Lap Pack	646	383	189 ¹	146 ¹	121 ¹	121 ¹	66 ¹		
Class 9 Non-RCRA Liquids-LLF	LF	Lap Pack	646	383	189 ¹	146 ¹	121 ¹	121 ¹	66 ¹		
Asbestos-CNIA	LF	Bagged	425	307	137 ¹	107 ¹	89 ¹	89 ¹	50 ¹		
Propane Cylinders-LCY1	R	PA or LO								CYLE \$5 each CYSM \$10 each CYME \$10 each CYLG \$125	

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/ type (15 gal.)	10-Gallon Drum	5-Gallon pail/ Bucket	Cost Per Item	Cost Per Pound ***
Helium Tanks- CYL4	R	PA or LO								each CYXL \$150 each CYLE \$25 each CYSM \$95 each CYME \$125each CYLG \$150 each CYXL \$250 each	
Oxygen Tanks- CYL4	R	PA or LO								each CYLE \$25 each CYSM \$95 each CYME \$125each CYLG \$150 each CYXL \$250 each	
Corrosive Cylinders- LCY5	R	PA or LO								each CYLE \$125 each CYSM \$250each CYME \$375each CYLG \$650 each CYXL \$950 each	

Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/ type (15 gal.)	10-Gallon Drum	5-Gallon pail/ Bucket	Cost Per Item	Cost Per Pound ***
Flammable Cylinders-LCY6										CYLE \$125 each CYSM \$250each CYME \$375each CYLG \$650 each CYXL \$950 each	
Toxic Cylinders-LCY7										CYLE \$400 each CYSM \$475each CYME \$700each CYLG \$1100 each CYXL \$1500 each	
Toxic Corrosive Cylinders-LCY8										CYLE \$400 each CYSM \$550each CYME \$825each CYLG \$1200 each CYXL \$1900 each	
Reactive Cylinders-LCY9										CYLE \$475 each CYSM \$695each CYME \$995each	



Waste Category & WCC	WMM*	HM**	Meter Box/Pack	85-Gallon Drum	55-Gallon Drum	30-Gallon Drum	Other size/type (15 gal.)	10-Gallon Drum	5-Gallon pail/Bucket	Cost Per Item	Cost Per Pound ***
Covered Electronic Devices-ECEW	R	PA or LO								CYLG \$1300 each CYXL \$1900 each	No Charge
Electronic Devices-EEE	R	PA or LO									\$0.20
Fire Extinguishers-LCY2	R	PA or LO								CYLE \$25 each CYSM \$75 each CYME \$100 each CYLG \$120 each CYXL \$175 each	
Fuses-CAXI	DI	LP							78		

EXHIBIT D: INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, Contractor shall provide to the City proof of insurance, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	Two Million Dollars (\$2,000,000)
Aggregate Limit	Three Million Dollars (\$3,000,000)
Products & Completed Operations:	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury:	Two Million Dollars (\$2,000,000)
Damaged to Rented Premises	\$100,000
Medical Expense – Any one person	\$5,000
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8 and 9 (hired, and non-owned).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit Five Million Dollars (\$5,000,000) with Umbrella Liability of Ten Million Dollars \$10,000,000 for Each Occurrence/Aggregate

- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.
3. **Worker's Compensation and Employer's Liability**
- a. Worker's compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and employers liability coverage. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided as Exhibit E.
 - b. Employer's liability coverage shall not be less than the statutory requirements.
 - c. Employees' Liability Bodily Injury by Accident (\$2,000,000), Bodily Injury by Disease (\$2,000,000) each employee, Bodily Injury by Disease (\$2,000,000) policy limit.
 - d. If an injury occurs to any employee of the Contractor for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Contractor. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Contractor.
4. **Pollution Liability**
- a. Pollution liability insurance including, but not limited to, protection for claims of bodily injury, personal injury, property damage, and cleanup costs of property regardless of ownership.
 - b. The limits of liability per occurrence shall not be less than Ten Million Dollars (\$10,000,000). With a Best rating of A; XV.
 - c. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
5. **Environmental Impairment Liability**
- a. Insurer with limits of liability at Each Claim / Aggregate at Ten Million Dollars (\$10,000,000).
6. **Other Insurance Provisions:** The general liability, automobile liability, umbrella Liability, and pollution liability coverage's shall contain the following provisions and endorsements:
- a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the

- Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor on a separate endorsement acceptable to the City Attorney.
- b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - c. Provision or endorsement stating that for any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - d. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect Contractor's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
 - e. The required general, auto, and pollution liability limits may be accomplished through a combination of primary and umbrella liability policies written on a follow-form basis.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 8. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 9. The Contractor shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At anytime at the written request of the City, Contractor agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 10. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 11. The Contractor shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
 12. If the Contractor fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the contract.
 13. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the contract.

14. The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Sub-Contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
17. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

EXHIBIT E: CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract (Cal. Labor Code §§1860, 1861.)

CONTRACTOR

WAO' Connor



EXHIBIT F: SECURITY ACCESS POLICY

Contractor and all its employees requiring access to any of the SWCC buildings or facilities shall be required to complete a security and criminal history check. The Police Department will conduct two "Live Scan" fingerprint checks, free of charge, on a Contractor that will access SWCC facilities. "Live Scan" is a system that completes a criminal history inquiry by checking local, state and national databases. The Police Department will be provided with a list of any arrests and convictions that have been made. From that date forward the Police Department will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to the facility; other arrest history shall be evaluated. Security privileges associated with the access to SWCC facilities is dependent upon which area(s) of the building Contractor requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Contractor shall be required to agree to the following:

- a) Contractor agrees to assign a primary employee(s) to complete job tasks at the SWCC whenever possible.
- b) Contractor and their employees agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Contractor agrees that access card will not be used as a form of identification or for any purpose other than access into the police facilities.
- d) Contractor agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- e) Contractor agrees to notify the department within 24 hours of when an employee has severed employment. Contractor shall retrieve the key card from that employee's possession and return it to the City within 48 hours.
- f) Contractor shall follow the directions provided by City staff while on the premises.
- g) Contractor agrees that employees will be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- h) Contractor agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of employee.
- i) Contractor agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the Police Department be notified of criminal activity.

Contractor shall contact the Police Department within 10 days of receiving a Notice to Proceed to set an appointment for Live Scan testing. Contractor and its employees shall be required to bring photo identification. A photograph for the access card will be taken. Contractor will be contacted when to pick up access cards.

Until the process outlined has been completed, Contractor and its employees shall not be allowed to begin work at the SWCC and payment for service may be delayed until Contractor has fully complied with this procedure.

EXHIBIT G: CONTRACTOR LIQUIDATED DAMAGES FOR DAILY OPERATIONS

The City and Contractor have discussed the possible consequences to City if Contractor fails to perform any of its obligations under this Contract. The purpose of this Exhibit is to identify certain acts, or failures to act, by Contractor as required under this Contract and to assign liquidated damages to those specific acts, as further described herein. The City and Contractor agree that the liquidated damages herein shall be cumulative and in addition to other remedies that may be allowed by law and/or this Contract (e.g., the City's ability to cure and/or demand Contractor perform, enforcing the provisions of Section 22, Indemnity and Litigation Costs, and Contractor's obligation to pay all third-party fines and fees), to the extent permitted by law, and shall not prevent the City from pursuing those remedies in addition to assessing liquidated damages. Furthermore, only those acts, or failures to act, stated herein shall be subject to liquidated damages under this Contract; all other acts, or failures to act, by Contractor that are contrary to, or in breach of, this Contract shall be subject to the City seeking all available remedies allowed by this Contract and/or under the law.

As further set forth herein, Contractor shall be responsible for all actual damage that may occur in addition to the liquidated damages assessed herein. The City and Contractor agree that the City would suffer additional damages in excess of any actual damages as a result of Contractor's acts, or failure to act, which are contrary to this Contract, including, but not limited to, City suffering a decline in customer use of the SWCC, loss of goodwill and credibility, environmental and economic damages resulting from a decline in use of the SWCC, additional and unnecessary administrative burden imposed upon City in managing this Contract, and City's failure to receive the benefit of its bargain relative to this Contract. The parties have made diligent but unsuccessful attempts to ascertain the actual additional compensatory damages the City would suffer in this event, and further agree that a reasonable estimate of such additional damages is an amount equal to the amounts assigned below. Should the Contractor act, or fail to act, in a manner identified below, Contractor agrees to pay to City, as liquidated damages, the amounts assigned below to that act, or failure to act, in addition to any actual damages that may also result (e.g., in addition to the actual cost of clean-up, actual cost to repair facility, cost of suit, etc.).

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Contractor's Signature: WAO'Connor

By: William O'Connor

I. OPERATIONAL OFFENSES RESULTING IN LIQUIDATED DAMAGE.

A. Site Operations, Customer Service:

For the following operational offenses and violations, each occurrence may be assessed a liquidated damage at the rate of **\$200.00**.

- 1 Failure to follow details as stated in this Contract and the City-approved Operations Plan for the SWCC.
- 2 Failure, over 5 instances, during any Contract Year to not timely service a SWCC customer. To be timely, Contractor must record customer's data (name, address, materials delivered, etc.) within 10 minutes of arrival at the front of the line at the SWCC.
- 3 For each occurrence over 1 during any Contract Year of any release (whether or not of a reportable quantity) of Hazardous Waste or other waste. For purposes of this Exhibit, "release" shall mean failure to entirely confine the Hazardous Waste or other waste in an approved container suitable for that particular waste. This is in addition to the actual cost of clean-up, which shall be paid by Contractor.
. For each occurrence over 1 during any Contract Year of Contractor failing to clean up any released Hazardous Waste or other waste immediately in accordance with this Contract and the City-approved Operations Plan. This is in addition to the actual cost of clean-up, which shall be paid by Contractor.
- 4 For each failure, over 2 instances during any Contract Year, of Contractor not properly staffing the SWCC for each operational day (See, e.g., Section 4.B, Compensation, requiring three employees); this is in addition to any credit the City may receive as further set forth in Exhibit C (Compensation and Method of Payment) of this Contract.
- 5 For each failure, over 2 during any Contract Year, to close SWCC gate or refrain from crossing planted areas or damage City property or landscaping.
- 6 For each occurrence, over 2 instances during any Contract Year, of not being open and ready to operate during posted operational hours and not during unauthorized hours; this is in addition to any credit the City may receive as further set forth in Exhibit C (Compensation and Method of Payment) of this Contract.
- 7 For each failure, over 2 instances during any Contract Year, of not properly shutting down the SWCC at the end of each operational day (as defined in the Operations Plan).

- 8 For each failure, over 2 instances during any Contract Year, of failure to clean the SWCC as required in the Operations Plan.
- 9 For each occurrence, over 1 instances during any Contract Year, of damage to City property that, in judgment of City, is not timely reimbursed or repaired by Contractor. This is in addition to the actual cost of repairs, which shall be paid by Contractor.
- 10 For each occurrence of discourteous behavior. For purposes of this Exhibit, discourteous behavior shall mean showing a lack of manners or consideration of others, including without limitation, not speaking to another in a polite and professional manner, failure to greet a customer upon entry, using foul language of any kind.
- 11 For each failure to timely respond to a complaint and take corrective action.
- 12 For each failure, over 3 instances during any Contract Year, to return a phone call within 24 hours of receiving the call or respond to an e-mail question within 24 hours of receiving the e-mail Sunday – Wednesday.
- 13 For each occurrence over 5 instances during any Contract Year of any caller to the SWCC being placed on hold in excessive of five minutes.
- 14 Failure to distribute to customers any “how-to” or “information” brochure provided by the City.

B. Recordkeeping and Reporting:

If the Contractor does not timely submit the required reports or documentation, or perform as required under the Contract, liquidated damages at the rate of **\$150.00 per occurrence may be assessed by City**; City may assess liquidated damages for each late day.

- 1 Monthly reports as required under this Contract (See, e.g., Section 3.4 (Data Collection) of Exhibit A (Scope of Work)).
- 2 Quarterly reports as directed by the City (See, e.g., Section 3.4 (Data Collection) of Exhibit A (Scope of Work)).
- 3 Annual reports in accordance with State and federal laws, or permit requirements. For example: Timely complete the CalRecycle Form 303: Annual Reporting Household Hazardous Waste Collection Information or Annual Report (See, e.g., Section 3.4 (Data Collection) of Exhibit A (Scope of Work)).
- 4 Failure to perform any obligations set forth in the Contract not specifically stated above and not corrected or proceeding in good faith to correct within 24 hours upon notification by City.

- 5 Failure to promptly correct any item identified in an inspections report performed by the Sacramento County Environmental Management Department as the Certified Unified Program Agency (CUPA) as requested by the County Enforcement Authority or Governmental agency and providing prompt documentation to the City that the correction has been performed within ten (10) days of the notice of correction or violation.

C. Site Operations on Shipment Days

For the following operational offenses and violations, each occurrence shall be assessed a liquidated damage at the rate of **\$200.00**.

1. For each event, during any Contract Year, of spilled materials during a shipment as a result of Contractor negligence while at the SWCC or for not properly reporting the spill to the City.
2. For each occurrence, during any Contract Year, of damage to a load that occurred during or in process of a shipment of waste that, in judgment of City, is not timely reimbursed or repaired by Contractor; this is in addition to the actual cost of repair.
3. For each failure, over 2 instances during any Contract Year, to follow the requirements of the Operations Plan related to shipment procedures.
4. For each failure to ship waste to the designate TSDF.
5. For each incident that a drum of waste is “lost” and cannot be located.
6. For each occurrence, over 1 instance, during any Contract Year, for failure to cooperate with another T&D contractor and/or City representative. For purposes of this Contract, failure to cooperate shall mean any disputes that are formally raised to the City and result in the City making the final determination for resolution (this is at the City’s sole discretion).

D. Recordkeeping and Reporting

For the following operational offenses and violations, each occurrence shall be assessed a liquidated damage at the rate of **\$150.00**; each day shall be considered a separate occurrence and City may assess liquidated damages for each late day.

1. Failure to provide proper manifests, bills of lading, or load tickets for materials removed from the SWCC within 14 calendar days of the request for information from the City or City’s designee.
2. Failure to otherwise perform any obligations related to the transportation and final disposal of waste, as required under this Contract, and not corrected or proceeding in good faith to correct within 24 hours upon notification by City.

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Contractor WFO' Co
Initial Here: WFOC
By: William O'Connor

City _____
Initial Here: _____
By: _____



C-19-337
refer to
C-13-510



THIRD AMENDMENT TO CONTRACTOR CONTRACT

CLEAN HARBORS ENVIRONMENTAL SERVICES INC.

THIS THIRD AMENDMENT TO CONTRACTOR CONTRACT (“Third Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Clean Harbors Environmental Services, Inc., a California corporation (“Contractor”), and hereby amends the agreement entered into between the parties on November 13, 2013 as contract number C-13-510 (“Contract”), the First Amendment entered into between the parties on April 25, 2016 as contract number C-16-149 (“First Amendment”), and the Second Amendment entered into between the parties on October 24, 2018 as contract number C-18-678 (“Second Amendment”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Contractor agree to as follows:

1. It is the intent of the City and Contractor to continue to be bound by all terms and conditions of the Contract, First Amendment, and Second Amendment, all of which are expressly incorporated into this Third Amendment by this reference, except as expressly changed by this Third Amendment.
2. The Contract termination date shall be extended from June 30, 2019, and shall terminate at 11:59 p.m. on June 30, 2024, unless modified in the manner provided in Section 10, Amendments, Changes or Modifications or terminated earlier pursuant to Section 11, Termination, of the Contract.
3. City and Contractor agree that compensation to Contractor shall be paid pursuant to the Contract except that the total compensation payable to Contractor under the Contract, as amended herein, is hereby increased by Four Million Five Hundred Thousand Dollars (\$4,500,000.00); in no event shall the total compensation to Contractor under the Contract and any amendments thereto



City of Elk Grove

Clean Harbors Environmental Services Inc.

Re: Household Hazardous Waste Collection Facility Project

exceed Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00), without the City's prior written approval.

4. City and Contractor agree to amend Section 24 (Evidence of Insurance Compliance) of the Contract, to replace the section in its entirety with the following:

Contractor or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Contractor's proof of insurance. Contractor shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request. A summary of the insurance requirements is included in the table below; Contractor shall refer to **Exhibit D** of the Contract, as amended herein, for a full statement of the requirements.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1H)	\$2,000,000	\$4,000,000	Additional Insured Waiver of Subrogation
Auto Liability (2G)	\$2,000,000 "Any Auto"		Additional Insured Waiver of Subrogation MCS-90 / DTSC-8038 CA 99 48
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Pollution Liability (6B)	\$10,000,000	\$10,000,000	Additional Insured Waiver of Subrogation

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

5. City and Contractor agree to replace **Exhibits A through and including G** of the Contract in their entirety with the **Amended Exhibits A through and including G** which are attached hereto and incorporated herein by reference.

6. The person or persons executing this Third Amendment on behalf of the Contractor warrant and represent that they have the authority to execute this Third Amendment on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.



City of Elk Grove
Clean Harbors Environmental Services Inc.
Re: Household Hazardous Waste Collection Facility Project

7. The Contract, prior written amendments executed by all Parties and this Third Amendment constitute the entire agreement between City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

8. Contractor and City agree and acknowledge that the provisions of this Third Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Third Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Third Amendment shall not be resolved against the drafting party.

AGREED to this 17 day of June, 2019, by the parties as follows.

Approved as to form:

By: [Signature]
Attorney for Contractor

CONTRACTOR

By: [Signature]
Thomas Fay, III
District Vice President, Northern California

Approved as to form:

By: [Signature]
Jonathan P. Hobbs, City Attorney

CITY OF ELK GROVE

By: [Signature]
Jason Behrmann, City Manager

Attest:

By: [Signature]
Jason Lindgren, City Clerk
Dated: June 28, 2019





City of Elk Grove
Clean Harbors Environmental Services Inc.
Re: Household Hazardous Waste Collection Facility Project

AMENDED EXHIBITS A THROUGH G

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EXHIBIT A: SCOPE OF WORK

BACKGROUND

The Special Waste Collection Center (SWCC) is the City of Elk Grove's permanent household hazardous waste collection facility. In addition to accepting typical household hazardous waste from residents throughout the County, the facility also accepts waste from Small Quantity Generator (SQG) businesses. There is an onsite Recycle Center, open to Elk Grove residents only to dispose of their larger recyclables such as yard and garden waste, cardboard, appliances, scrap metal, inerts, and (once a month) tires. The facility also includes a Reuse Room, which is also exclusive to Elk Grove residents. Accepted materials that are still in usable condition can be placed in the Reuse Room where residents can take up to 10 items per month for free.

Quantities of waste are expected to increase and decrease over time as the population of the City grows and economic conditions change. Contractor shall accommodate uncertainty in the number of participants and the quantity of waste accepted at the facility through the duration of the contract. No minimum or maximum waste quantities are guaranteed or implied.

Contractor shall be a "full-service" vendor and provide all staff, supplies, and expertise necessary for the successful operation of the SWCC. The City employs one (1) full-time staff person who works onsite at the SWCC and is tasked with ensuring Contractor is meeting contractual obligations, maintaining regulatory compliance, monitoring training records, performing inspections, reviewing manifests, reviewing reports, and other related duties.

1.0 SPECIAL WASTE COLLECTION CENTER (SWCC) OPERATION

The Scope of Work for this Contract includes operation of the City's Special Waste Collection Center (SWCC), and the management, transportation, recycling, and disposal of household hazardous waste in support of the SWCC's operations. Services to be provided by Contractor shall include, without limitations:

- A. In coordination with the City, maintain a site-specific up-to-date Operations Plan, Health and Safety/Contingency Plan, and Spill Prevention Control and Countermeasure Plan (SPCC) for the SWCC.
- B. Day-to-day operations and maintenance of the SWCC facility.
- C. Collection of waste materials from the general public and City operations or waste found abandoned on public property within City limits and delivered to the SWCC by a City employee or other City contractor.
- D. Manage the Small Quantity Generator (SQG) program including setting appointments, calculating and accepting payments, and managing the waste.
- E. Storage and packaging of all waste materials including universal waste and other recyclable materials.
- F. Tracking and documentation of all waste streams entering and leaving the SWCC.
- G. Provide loading of all material and transportation of waste materials in compliance with all California Department of Transportation (DOT) and Federal regulations.
- H. Coordination with specialty transportation and disposal contractors for all waste streams not transported and disposed by Contractor.

- I. Contractor shall oversee acceptance of recyclable waste that will be taken to the Recycle Center by Elk Grove residents. This shall include used tires accepted from County residents during Tire Collection Events.
- J. Final disposition of waste materials accepted at the SWCC, in compliance with Federal, State of California (State), and local regulations shall follow the State's hierarchy, in the order of preference: reuse, recycling, fuels blending, treatment/neutralize, incineration, stabilization/solidify/landfill, and last, direct hazardous waste landfilling. This work includes loading and transporting collected waste to Contractor's treatment, storage and disposal facility (TSDFs) and/or Contractor's audited and approved 3rd party permitted waste management facilities for proper disposal or recycling.
- K. Provide documentation and reporting detailing the amount of waste:
 - i. Accepted from residents;
 - ii. Reused;
 - iii. Recycled; or
 - iv. Disposed and method of disposal.

All documents shall be in a format sufficient for the City to accurately complete its annual Form 303 reports as required by the California Department of Resources Recovery and Recycling (CalRecycle). The City currently completes and submits its own Form 303 reports; however, this task shall be included in this scope of work in the event the City chooses to transfer this duty to Contractor.

Contractor shall be responsible for bulking or consolidating wastes into appropriate DOT-approved containers. The SWCC is equipped with two aboveground storage tanks: one 1,000-gallon tank for the consolidation of used motor oil and one 280-gallon tank for the consolidation of used antifreeze. The following materials may be consolidated: water-based paints, oil-based paints, compatible solvents, gasoline, antifreeze, used oil, organic resins including but not limited to roofing tar, caulking and patching compounds, adhesives, photofinishing finishing solutions and miscellaneous compatible solvent-containing wastes.

Contractor may bulk mercury containing bulbs or lamps. Compatible contents of aerosol cans may be bulked using the City's aerosol can crusher and the empty cans shall be recycled. Bulking of flammable materials shall only occur in the hazardous fluid mixing room of the SWCC.

Incoming materials shall be screened by Contractor to prevent the mixing of incompatible wastes. No smoking or open flames are allowed within the gated perimeter boundary of the SWCC.

1.01 Schedule

The SWCC is open to the general public Sunday through Wednesday from 9:00 a.m. to 4:00 p.m. and closed on all State holidays. The City may choose to increase or decrease facility operations hours and days and Contractor shall adjust the monthly compensation as outlined in Exhibit C.

The City is closed for business and will not open for waste collection at the SWCC on full-day holidays that fall on Sunday through Wednesday. The following is the list of holidays observed by the City that may affect operations at the SWCC:

- A. New Year's Day;
- B. Martin Luther King's Birthday;
- C. President's Day;
- D. Easter Sunday;
- E. Memorial Day;

- F. Independence Day;
- G. Labor Day;
- H. Veterans' Day;
- I. Thanksgiving Day; and
- J. Christmas Day.

1.02 Acceptable Wastes (Health & Safety Code 25218.1 (f) & 25218.5)

The SWCC accepts hazardous wastes generated incidental to owning, occupying or maintaining a place of residence and waste generated by SQGs. Typical wastes accepted at the SWCC include, but are not limited to:

- | | |
|------------------------------|-------------------------------------|
| Aerosols | Paints |
| Antifreeze | PCB waste |
| Batteries | Pesticides |
| Caustics and corrosives | Poison/toxic-solids and liquids |
| Cleaners | Pool Chemicals |
| Compressed Gas Tanks* | Propane tanks |
| Flammable solids and liquids | Recyclable wastes including e-waste |
| Miscellaneous wastes | Solvents |
| Mercury containing devices | Used motor oil |
| Non-friable Asbestos | E-waste and All universal wastes |
| Oxidizers | |

**Except certain types as noted in Section 1.03 below*

Wastes currently transported and disposed via existing third-party vendors for which the City has a separate contract include:

- | | |
|--------------------------------------|-----------------------------|
| E-waste | Batteries (various types) |
| Mercury Thermostats | Smoke Detectors |
| TechnoTrash (CDs, video tapes, etc.) | Ink and toner cartridges |
| Polystyrene foam | Fats, Oils, Grease (F.O.G.) |

The City reserves the right to use alternative vendors for any and all waste streams at any point in time. However, Contractor shall have the first opportunity to provide the service subject to the procurement requirements of Elk Grove Municipal Code Section 3.42.

Contractor shall not dispose as hazardous any materials that can be managed as non-hazardous waste. Contractor shall work to minimize the number of containers that will be disposed of at a permitted treatment, storage and disposal facility (TSDf) or Class I landfill and shall recycle and reclaim wastes to reduce the volume of waste requiring disposal.

1.03 Waste Types Not Accepted at the SWCC

Before unloading any vehicle, Contractor shall check for unacceptable waste such as:

- A. Large quantities of unknown materials;
- B. Waste that appears to be from a commercial enterprise (e.g. participant is wearing a uniform and/or driving a company vehicle, large quantities of waste, etc. Commercial customers must be referred to the SQG process if they are eligible.);
- C. Unstable wastes;
- D. Biohazardous wastes (except for home-generated sharps);
- E. Ammunition or explosive waste (except road flares);
- F. Compressed gas tanks used for welding such as Acetylene or Argon;
- G. Radioactive waste (except smoke alarms);

- H. Material intended for the Recycle Center that is nonrecyclable or would be considered a contaminant.

Contractor shall refuse to accept such wastes and must provide the individual disposing the unacceptable waste with information on proper disposal options.

1.04 Other Facility Operations

Contractor shall oversee the acceptance of recyclable wastes that will be taken to the self-service Recycle Center by residents. The Recycling Center is located onsite and open only to Elk Grove residents who may bring only a limited amount and type of recyclable items per month. See Section 3.20 for more information.

Contractor shall also be responsible for staffing and operating the Reuse Room. If products or items dropped off at the SWCC are useable, not a banned product, and of sufficient quantity to allow reuse, then Contractor's staff shall place the items in the Reuse Room, where Elk Grove residents can take them home free of charge. See Section 3.13 for more information on Reuse Room oversight requirements.

Contractor shall be responsible for day-to-day operations of the SWCC, including opening and closing the facility each day. This includes certain maintenance and janitorial duties as outlined in **Attachments I and II**. The remaining janitorial tasks will be provided by the City's janitorial vendor as shown in **Attachment III**.

1.05 Contractor Guarantees Program Success

Contractor shall provide Elk Grove residents with quality service and guaranteed program success. Contractor shall:

- A. Tailor the special waste programs to the specific and unique needs of the Elk Grove community;
- B. Provide a single point of contact for all services and technical assistance;
- C. Provide equipment and supplies that are top-of-the-line, and in good condition;
- D. Assume generator status of all waste removed from participant vehicles. Assuming generator status means acquiring all rights, titles, and liability of the waste material;
- E. Ensure that no containers leave the SWCC until they are properly packaged, labeled, and manifested; and
- F. Whenever possible, recycle and reclaim wastes to reduce the volume of waste requiring disposal.

2.0 GENERAL CONTRACTOR REQUIREMENTS

The following sections detail the general requirements that apply to operation of the SWCC, transportation, and disposal activities, to which Contractor shall strictly adhere.

2.01 Use of City Property and Equipment

Contractor, its employees, and anyone working on its behalf are prohibited from using City property and equipment such as computers, copy machines, telephones, and other equipment unless use of such equipment is required as a job function. Any exception must be in writing and authorized by the City's Contract Manager.

Contractor shall assume full responsibility and accountability to the City for City facilities and take adequate precautions to prevent harm or damage to the SWCC, including, without limitation, fire hazards, odor, chemical spills, releases, and vermin. Contractor shall be responsible for any required repairs caused by negligence or abuse of the SWCC or any City property located at the SWCC on the part of Contractor, including Contractor's employees, sub-contractors, and anyone working on its behalf. Any inspection, compliance or safety hazards produced by Contractor's actions or inaction shall be corrected immediately

by Contractor, at no cost to the City.

2.02 Key Controls and Security

The City shall provide access to all areas of the SWCC in accordance with the Security Access Policy of the City (included as **Exhibit F**). This policy requires all Contractor's employees to undergo Live Scan and clear a background check with the Elk Grove Police Department prior to gaining access to the SWCC. Keys and/or access key cards must be kept in confidence, and immediately reported to the City if lost or stolen.

Any keys and access cards are and shall remain the property of the City. Duplication of keys is prohibited. Should Contractor lose any keys or access cards, City may in its discretion have the locks changed, systems rekeyed, or access cards terminated, and Contractor shall reimburse the City for all costs associated with such action. Contractor is responsible for providing the Contract Manager with a current list of employees who will be assigned to the SWCC. It is the responsibility of Contractor to notify the Contract Manager of changes to the employee list promptly following any change.

2.03 Standard of Conduct

Contractor shall only assign employees to the SWCC who have undergone and received favorable background investigation results. Contractor shall be responsible for maintaining satisfactory standards of employee competency, monitoring their ability to correctly sort and package hazardous materials, their overall appearance and interactions with City staff and users of the SWCC, and it shall be the responsibility of Contractor to take disciplinary action with respect to employees as necessary. Contractor shall be expected to maintain favorable relations with the community and SWCC users, and its employees shall practice courtesy in all contacts with the public, City staff, and other City vendors.

2.04 Removal

Contractor shall be required to immediately remove any employee from the SWCC should it be determined by City or Contractor that the employee:

- A. Has been disqualified for either suitability or security reasons;
- B. Is found to be unfit for performing assigned duties;
- C. Is not in compliance with recognized standards of conduct; and/or
- D. Other conduct that is inconsistent with the terms of this Contract.

Contractor shall immediately replace such employee to maintain continuity of services at no additional cost to the City.

Contractor's employees may not use alcohol or unauthorized controlled substances (drugs) while on duty, and if found to be under the influence, such actions may result in barring the individual from City facilities and criminal action.

The City reserves the right to have any of Contractor's employees removed from the premises for any reason, which reason does not have to be disclosed to Contractor.

2.05 Uniforms

Contractor shall provide uniforms and the proper personal protective equipment (PPE) to its employees as required to fulfill the terms of the Contract. The City shall be the sole judge of the adequacy of the uniforms and equipment provided by Contractor. Each employee of Contractor is required to wear Contractor-issued uniforms at all times during the operation of the SWCC. Shirts shall be tucked in at all times. Contractor shall provide and ensure that all employee uniforms are standardized, neat, clean, and include a name tag or an embroidered name patch on the uniform shirt. All costs associated with providing uniforms to its

employees are the sole responsibility of Contractor. Contractor's employees are not to greet a customer and/or unload a vehicle unless they have on clean outer wear. Contractor's employees shall display a well-groomed and neat appearance.

2.06 Quality Control

A Program Manager/Supervisor shall be provided by Contractor as a single point of contact for City staff that can handle all comments, questions, and complaints. The responsible person shall have a cell phone and e-mail and be in control of all quality assurance, including oversight of all contract employees onsite. The Program Manager/Supervisor shall perform daily, weekly, monthly, annual and systematic inspections of the SWCC as required by permit conditions, this Contract, and/or the site Operations Plan to ensure compliance with all permit conditions.

2.07 Environmental, Health, and Safety Compliance

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

Contractor shall exercise utmost precaution for the protection of their staff, City staff, the public, and property, including, but not limited to, the installation of adequate safe guards and protective devices for all equipment and machinery. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence and in compliance with all applicable laws. Contractor shall train City staff and/or designated third party City vendors (both HAZWOPER 40-hour training and the annual eight-hour refresher courses) if Contractor offers the training to its employees onsite as a classroom-style training.

No additional compensation shall be provided to Contractor by City or any third party to meet the training requirements of this Section; such training shall be included in Contractor's monthly fee.

2.07.01 Safety

Contractor shall ensure that all Contract activities are conducted in a safe manner and all its employees are knowledgeable of California Occupational Health & Safety Administration (CalOSHA) Safety practices. CalOSHA standards and practices shall be implemented by Contractor into all aspects of SWCC operations. Contractor shall comply with OSHA Enforcement Procedures for Occupational Exposure to Bloodborne Pathogens Standards 29 CFR 1910.1030.

The following table outlines Contractor's minimum training requirements for its employees prior to commencing onsite work at the SWCC (Check marks indicate the positions that require the specified training).

Description	HHW Technician	Chemist	Program Manager/ Site Supervisor
Annual Resource Conservation and Recovery Act (RCRA) Training	✓	✓	✓
DOT Hazardous Materials Regulations		✓	✓

Description		HHW Technician	Chemist	Program Manager/ Site Supervisor
DEA Controlled Substances Awareness		✓	✓	✓
Federal Motor Carrier Policies & Procedures			✓	✓
Unknown Waste Material Haz-Cat Analysis			✓	✓
40-Hour OSHA HAZWOPER (29 CFR § 1910.120)		✓	✓	✓
8-Hour Annual HAZWOPER Refresher	<u>Topics Include:</u> Hazard Communication, Medical/Bloodborne Pathogens, Respiratory Protection, Confined Space Awareness, Heat/Cold Stress, PPE and Hearing Protection, Decontamination, Emergency Response, Container & Material Handling	✓	✓	✓
40-Hour Contractors' Chemist Training	<u>Topics Include:</u> Waste Routing & Disposal Facilities, Lab Pack Exemptions, Lab Pack Paperwork, Lab Pack Disposal Restrictions, Lab Pack Unknown Material Handling, Mercury Packaging & Routing, Organic Peroxide Shipping & Packaging, PCBs Shipping & Packaging, Main & Satellite Accumulation Areas		✓	✓
HHW Orientation Training		✓	✓	✓
HHW Training for Supervisors				✓
Powered Industrial Trucks Operator Certification		✓	✓	✓

All training courses, whether internal or external, shall be tracked in a Contractor's database, and each course shall be assigned a general category and specific code and include duration. When individuals attend specific training courses, the course code and date of attendance shall be entered into Contractor's database. Information contained in the Contractor's database shall include:

- a) Employee name and hire date;
- b) Course code or class name;
- c) Date of course completion;
- d) Certification expiration date (if applicable); and
- e) The training provider (e.g., company or instructor's name).

2.07.02 Medical Monitoring

All Contractor personnel, including, Manager, Supervisors, Chemists and/or Technicians, must meet the following criteria:

- a) Completion of a baseline medical examination including blood chemistry, pulmonary function test and chest X-ray; and
- b) Medical personnel clearance to use PPE and respiratory protection; and successful completion of respirator fit testing.

2.07.03 Personal Protective Equipment

All of Contractor's operations personnel shall wear appropriate safety equipment. Contractor shall provide their staff with PPE that complies with all CalOSHA and U.S. OSHA requirements for the activities being conducted at the SWCC and during waste transportation and disposal/treatment. Contractor shall evaluate the PPE requirements and provide PPE as may be needed for the safe operation of the SWCC and protection of its personnel.

2.08 SWCC Program Review

Contractor shall prepare an evaluation of the SWCC programs following City direction including, but not limited to: HHW Collection Facility Residential Participation, Small Business (SQG) Program, Public Recycling Center Program, Material Reuse Program, Unacceptable Wastes, Door-to-Door program for seniors and the disabled, and any future program needs. Contractor shall review and modify all plans that apply to the operation or maintenance of the SWCC as requested by City.

Contractor and City Staff shall meet monthly to review the program objectives and adjust as needs are identified. The information submitted by Contractor in the SWCC Annual Reporting Guidelines (**Attachment IV**) and compliance records will be critical for this review, and Contractor shall timely complete those records and provide copies to the City upon demand by City and as may otherwise be required therein.

3.0 SWCC OPERATIONAL REQUIREMENTS

The following sections outline specific responsibilities to be performed by Contractor for operation of the SWCC.

3.01 Daily Operations

Contractor shall be responsible for daily operation of the SWCC including but not limited to the following tasks:

- A. Site opening (opening gates, opening doors, disarming alarm, opening containers to start the day, etc.);
- B. Directing traffic, handing out informational materials, collecting participant and waste data;
- C. Unloading waste from vehicles; screening and delivering wastes to appropriate sorting areas;
- D. Preparing inventories for lab packs;
- E. Ensuring all manifests are prepared timely and all information is correct;
- F. Oversight of the Recycle Center located behind the building;
- G. Physically assisting residents in the Recycling Center, if requested;
- H. Conducting all inspections and performing safety training;
- I. Performing facility maintenance as specified in **Attachment I**;
- J. Cleaning the facility as specified in **Attachment II** (City-provided cleaning services are specified in **Attachment III**);
- K. Purchasing supplies needed for daily operations; and
- L. Closing the facility (closing all waste containers, placing all carts and other operational items inside the building, putting away tools and supplies, closing doors, arming the alarm, ensuring gate is closed, etc.).

3.02 Contractor Warranties

Contractor shall warrant that it has sufficient and requisite experienced personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, evaluate, sort, and package all hazardous waste as defined by California State and federal law.

3.03 Data Collection

Contractor shall ensure that all required data is being tracked and all required records are kept either electronically or hard copy as appropriate. The City currently uses a custom, web-based system to collect participant data, waste acceptance data, and material reuse data. If Contractor requests to use a data collection system other than that currently in place, City approval of the data collection system is required prior to implementation. Regardless, Contractor shall collect data from all participants on a City-approved form including, but not limited to: name, place of residence, amount and type of wastes being disposed, and any other data points as requested by City.

Contractor's internal record-keeping system shall be electronic, with hard-copy back-up, and consist of operational, compliance (e.g. environmental, health and safety, etc.), and quality-related records. Data compiled through this system shall be used to produce management reports and performance metrics, which in turn will form the basis for continual improvement initiatives.

Outlined below are some of the typical reports that Contractor shall provide to the City. Contractor shall prepare monthly reports and an Annual Report as directed by the guidelines presented in **Attachment IV**, SWCC Annual Reporting Guidelines, which is attached hereto and incorporated herein by reference.

Record	Description	Record Location
Inspection Form	Documents compliance with Contractor policies and procedures, appearance of facilities, personnel and equipment, health and safety, and general housekeeping.	<ul style="list-style-type: none"> • SWCC • Contractor's Service Center
Monthly Report	Consolidated summary of all site metrics.	<ul style="list-style-type: none"> • SWCC
Monthly Invoice	Summarizes weekly disposition of labor, materials, and waste. Compiled from work activity log and shipping records.	<ul style="list-style-type: none"> • SWCC • Contractor's Online Services
Time Sheets	Used to document employee and equipment hours.	<ul style="list-style-type: none"> • SWCC • Contractor's Payroll Dept.
Daily Safety Meeting Sign-In Form	Documents that Contractor's employees did participate in their required safety meeting prior to starting operations. Contractor's employees must have signed this form to get paid for that day.	<ul style="list-style-type: none"> • SWCC • Contractor's Payroll Dept.
Waste Storage Area Daily Pre/Post-Inspection Checklist	Morning and afternoon variations; focuses on proper storage procedures, security, housekeeping, and safety supplies and equipment.	<ul style="list-style-type: none"> • SWCC
Forklift Daily Checklist	Forklift safety and maintenance	<ul style="list-style-type: none"> • SWCC
Reuse Room Daily Log Summary	Log of the total number and weight of items placed into the Reuse Room. Documents activity that avoids disposal.	<ul style="list-style-type: none"> • SWCC

Record	Description	Record Location
Secondary Containment Inspection Report	Document inspection and testing of secondary containment that is used for waste storage containers and pallets.	• SWCC
Incident Notification & Investigation Form	Documents incident and triggers regulatory reporting if needed; communicates lessons learned to help prevent accidents and reduce injuries.	• SWCC • Contractor's Service Center
CalRecycle Form 303	Details volume of waste received and waste management method. Complete monthly and include with invoice package.	• SWCC
Personnel Training Records	Document training received, track future training needs and verify regulatory compliance.	• SWCC • Contractor's Corporate office
Waste Profiles	Communicates waste hazards and characteristics to TSDFs.	• SWCC • Contractor Online Services
Inventory Packing Lists	Required by DOT for all lab packs, and for certain loose pack streams.	• SWCC • Contractor Online Services
Electronic Waste Log Sheet	Documents the quantity and type of electronics placed in each storage bin.	• SWCC
Lamp Inventory Sheet	Documents the quantity and type of lamps that shipped on a manifest or bill of lading.	• SWCC
Shipping Documents	40 CFR requirement to verify proper receipt of hazardous waste. Forms the basis for tracking.	• SWCC • Contractor Online Services
Waste Tracking Report	Waste tracking for materials sent to Contractor's facilities for disposal, available through online services.	• SWCC • Contractor Online Services
Certificates of Destruction	Certificates demonstrating the type and amount of waste that was diverted from a landfill and sent out of state for final disposal (e.g. fuel incineration, destructive incineration).	• SWCC • Contractor's TSDF
Customized Reports	Waste management and tracking reports, as requested by City, available as Excel spreadsheets and/or PDF files.	• SWCC • Contractor Online Services

3.04 Hazardous Waste Packaging

Contractor shall assist in reducing costs to the City by minimizing the number of containers sent for disposal, maximizing the amount of product available for reuse, and by optimizing handling/packing methods. Contractor shall also, where possible, incorporate bulking for compatible hazardous materials before final disposal. Contractor shall comply with the minimum material volumes for each packaging and corresponding container size for disposal in **Attachment V**, Minimum Container Volumes, which is attached hereto and incorporated herein by reference.

After materials are identified and segregated by Contractor, the appropriate packaging method for each container shall be determined by Contractor in accordance with container size, type, hazardous characteristics, and quantity of waste.

3.05 Handling Unknowns

All containers received at the SWCC shall be checked by Contractor for labels, and participants must be asked by Contractor to confirm contents. If there is no label but the participant can identify the container's contents, then the identity will be written on the container by Contractor with an indelible marker. Unknowns, whether identified by the person delivering them or not, will be segregated from other materials until an "unknowns characterization" is performed.

Contractor's personnel shall perform unknown characterizations onsite using a variety of analytical test methods. Once the chemical properties are determined, chemicals with similar hazards shall be packaged together by Contractor by DOT classification. Any chemicals that are not compatible will be placed by Contractor in their own containers for disposal.

3.06 PaintCare

PaintCare is a nonprofit paint stewardship organization that sorts and manages post-consumer paint for reuse, recycling, energy recovery, or safe disposal. All paint received at the SWCC shall be handled by Contractor as directed by City, including, without limitation, City's direction to Contractor to bulk paint for disposal.

Contractor shall contract directly with PaintCare for the transportation, recycling and disposal of PaintCare program-eligible products received at the SWCC. The City will submit a Letter of Authorization to PaintCare allowing Contractor to operate the SWCC as a private contractor and handle SWCC PaintCare program-eligible products. Contractor shall be entitled to retain any revenue received from PaintCare from this Contract and that revenue shall be considered as compensation and accounted for in the total cost to fulfill the obligations of this contract when determining labor and disposal rates.

The City has contracted directly with PaintCare for the material managed in the Reuse Room. Contractor shall stock the SWCC's Reuse Room with PaintCare program products as part of the daily operations of the facility as further set forth in Section 3.13 Reuse Room (Material Reuse Program) of this Scope of Work.

3.07 Manifesting, Loading, and Shipping

Contractor shall ensure that all waste is properly packed in a manner that complies with all applicable law and meets or exceeds industry standards. All waste containers shall be sealed, labeled and removed from the packing area. All containers shall be stored in the designated waste storage areas according to hazard class and chemical compatibility until the scheduled shipment date. Contractor shall ensure that all wastes packaged and stored at the SWCC are transported to a permitted TSD or recycler within one year from receipt at the SWCC.

Prior to being loaded onto the transportation trucks, the waste shall be entered by Contractor into the completed waste documentation files. The waste containers shall be loaded onto a transportation truck using a forklift.

No unacceptable wastes (see Section 1.03) shall be accepted at the SWCC. However, in the event a waste item is inadvertently accepted and later identified as an unacceptable waste, such as explosives or radioactive materials, they shall be handled either by Contractor directly, or through specialty subcontractors. Contractor shall audit and approve specialty subcontractors to handle any conceivable type of waste. Specialty subcontractors will be identified as required, as new waste streams are encountered.

For each type of waste shipped from the SWCC, Contractor shall provide City with a description of the

waste (waste profile). The waste profile shall be on a Waste Material Profile sheet and shall include a description of the waste stream's chemical components, and if available, a listing of unique chemical characteristics of the waste. Contractor staff shall base its testing, evaluation, and procedures on "fingerprint" test results (See section 3.05 Handling Unknowns). Contractor is authorized by the City to sign the profile documents and make modifications to the profiles or manifesting documents.

Through execution of this Contract, the City authorizes Contractor to act as the "authorized representative" (as defined by the Resource Conservation and Recovery Act, codified in 40 CFR 260.10) to prepare documents required for transportation and disposal of hazardous waste. Such services are to include, but are not limited to, performing analysis, making waste certifications and preparing documentation such as profiles, manifests, bills of lading, notifications, and certifications of land disposal restrictions and other necessary documents.

Contractor shall assume generator status of all waste removed from the SWCC. Assuming generator status means acquiring all rights, titles, and liability to waste removed from the SWCC.

3.08 Phone Calls/E-mails

Contractor shall manage the public information line Sunday through Wednesday and answer questions about proper waste disposal and dropping off HHW at the SWCC or recyclables at the Recycle Center. Contractor shall return all calls and voicemails within 24 hours of receiving a call Sunday through Tuesday; all calls and voicemails received on Wednesdays shall be returned prior to leaving for the day. Contractor shall not place individuals on hold in excess of five (5) minutes. SWCC customers shall not require an appointment. Residents may drop off waste during all operational hours. The City will provide one central phone line, fax line and e-mail address as well as associated equipment. In addition, key employees, as designated by City, will be assigned a separate phone line and email address.

Contractor shall answer all incoming e-mail questions Sunday through Wednesday and provide information to questions about waste disposal and dropping off HHW at the SWCC and recyclables at the Recycle Center. Contractor shall return all e-mails within 24 hours of receiving the e-mail, Sunday through Tuesday; all e-mails received on Wednesdays shall be returned prior to leaving for the day.

3.09 Appointments for Small Quantity Generators (SQGs)

The SQG Program shall be conducted on an appointment-only basis; Contractor shall manage the appointments for SQGs. Contractor shall require SQGs to submit and sign an application form verifying they are a small quantity generator. The City will provide Contractor a phone number and email address to make available to qualifying businesses for SQG services and shall return all calls and e-mailed questions within 24 hours, Sunday through Tuesday; calls and emails on Wednesday shall be returned prior to leaving for the day. Appointments for SQG customers will be scheduled on Wednesday, unless special arrangements are coordinated in advance for another day. Contractor shall make every effort to be accommodating to businesses located in the City of Elk Grove when scheduling appointments.

Contractor shall be responsible for all transactions and collecting disposal fees from SQGs. Contractor shall accept payment in the form of cash, personal or business checks, or credit cards for the amount due. The fee schedule shall be provided to Contractor by the City for collection by Contractor. Contractor shall put in place an auditing system to ensure proper collection of all fees, accounting of all transactions, and handling of all financial transactions. Contractor shall also put in place procedures for accounting and handling of cash on hand as well as any security procedures and physical controls needed for the safekeeping of monies to ensure they are not lost or stolen. All fees collected shall be documented as a credit on monthly invoices, with supporting documentation provided by Contractor to City.

3.10 Emergency Notifications

Contractor shall immediately notify appropriate local emergency response agencies, to include fire and police departments, hospital(s) and City staff should an emergency event occur (as defined in the Operations Plan for the SWCC). Contractor shall notify the City Contract Manager immediately and provide written reports of any accident involving personal injury, near misses, accidents, customer incidents or property damage within 48 hours following an incident.

3.11 Health and Safety Program

Contractor shall prepare and implement a site-specific health and safety program. This program must address precautionary measures necessary to protect the health and safety of all users and occupants of the SWCC, including, without limitation, members of the public, City staff, other City contractors, and Contractor's personnel. The program must also identify incident reporting and follow-up procedures that ensure that best management practices are maintained to prevent injury, harm or illness to workers, users and occupants of the SWCC.

At a minimum, this program must include the following:

- A. Provisions that are meant to incentivize Contractor's employees for using safe practices;
- B. Incident reporting procedures for incidents resulting in an actual or potential injury. The program must include a requirement that these incidents be tracked and reported to the City within 24 hours of occurrence;
- C. A data management system that contains incident information that is made available to the City should the City request data or a report related to the information stored within the system; and,
- D. A follow-up process whereby Contractor shall evaluate all incidents and provide recommendations and training for improved health and safety practices. These follow-up procedures must be reported to the City by Contractor in writing within 96 hours of the incident.

No additional compensation shall be provided to Contractor for preparing, implementing and modifying the health and safety program, nor shall additional compensation be provided for training of Contractor's personnel in health and safety procedures.

Health and safety violations, as defined herein, are subject to liquidated damages as specified in Exhibit G of this Contract.

3.12 Aboveground Storage Tanks

Contractor shall be required to inspect each aboveground storage tank (containing used oil and antifreeze) daily (Sunday through Wednesday) for the following:

- A. Overfill/spill control equipment (including without limitations, waste-feed cutoff systems, bypass systems, and drainage systems) to ensure that it is in good working order;
- B. The structural integrity of the tanks to detect corrosion or releases of waste;
- C. Data gathered from monitoring equipment and leak-detection equipment, (including without limitations, pressure and temperature gauges, monitoring wells) to ensure that the tank system is being operated according to its design; and
- D. Signs of erosion or releases of hazardous waste in the area immediately surrounding the tank including secondary containment structures (including without limitations, dikes).

Contractor shall record the results of the inspections daily and provide inspection reports upon City request.

3.13 Reuse Room (Material Reuse Program)

The Reuse Room shall be open to the public for the free Material Reuse Program during normal business

hours. Contractor shall provide labor/supervision at the Reuse Room to assist residents with the rules and procedures of the Material Reuse Program. Contractor shall set aside unrestricted products accepted at the SWCC that are not contaminated in original containers with labels intact and that are not outdated or banned. Contractor shall stock these products into the room and log products stocked into and taken from the room by residents. City currently provides an electronic self check-out system within the Reuse Room that will assist Contractor in gathering data on the number of products taken from the room by residents. Contractor shall ensure that all residents are using the checkout system to maintain an accurate accounting of products taken. All persons accepting reuse products shall read and sign a liability waiver provided by the City as part of the electronic check-out system.

Contractor shall reuse as much material as possible and shall achieve and maintain a minimum 5% reuse goal calculated as the weight of product placed into the Reuse Room as a percentage of total HHW received at the SWCC. Contractor shall increase and maintain the minimum reuse goal by 0.5% each Contract Year. The City may choose to accept or reject products designated for reuse. Rejected products shall be managed by the Contractor as HHW.

3.14 Abandoned Waste

Abandoned waste found within the boundaries of the City of Elk Grove shall be accepted at the SWCC during normal operating days. During nonoperational days, abandoned waste may periodically be deposited in a hazardous waste storage locker onsite by City Code Enforcement officers or other City staff. The volume of this waste stream will be variable, and Contractor should plan accordingly. Contractor shall receive these wastes at the SWCC, evaluate and (if necessary) analyze the wastes, and package them for disposal.

3.15 Certified Used Oil Collection Program

The SWCC is a Certified Used Oil Collection Center (CCC) in accordance with the requirements of the California Department of Resource Recycling and Recovery (CalRecycle). Contractor shall accept used motor oil and filters from the public and, in coordination with the City, provide a recycling incentive if requested. The recycling incentive funds shall be provided by the City and Contractor's Program Manager shall only disburse funds to the public if the City's Environmental Specialist or another City employee is not onsite or available to provide the requested incentive. Contractor shall collect all data as requested by City to submit quarterly incentive claims to CalRecycle for reimbursement payments and, if requested, shall assist the City in preparing the reports for and submitting said claims for reimbursement.

3.16 Door-to-Door HHW Collection Program for Seniors and Disabled Persons

Contractor shall create, in cooperation with City, and operate a door-to-door HHW collection program for seniors and persons with disabilities. Program participants must be Elk Grove residents only and may be pre-qualified by registering and qualifying for the "Alternative Service Location for Seniors and Disabled Customers" offered by the City's residential service Franchise Hauler Allied Waste Services of North America, LLC d.b.a. Republic Services. Republic Services will provide a list of qualified customers on a regularly scheduled basis at a frequency requested by City and Contractor shall be responsible for ensuring that any Program participant requesting a door-to-door collection is a qualified resident. The cost for the Door-to-Door Program is included in Exhibit C.

3.17 Other Waste Management Programs

Contractor shall be responsible for wastes delivered to the SWCC that are generated from any potential future programs that may be created by the City and agreed to by both parties in a mutual, written agreement.

Contractor may use the propane fuel in the 20-pound propane cylinders received from the public to refuel the 40-pound propane cylinders for the onsite forklift. The transfer of the propane must be in compliance with OSHA Safety guidelines and all other applicable laws.

3.18 Permits

Contractor shall maintain all required federal, state, and local permits for the operations conducted within the SWCC. Contractor shall be responsible for providing technical material to City as necessary to maintain permits and variances required to operate the SWCC.

3.19 Public Outreach

Contractor shall be responsible for dissemination of all public outreach information provided by the City to all users of the SWCC related to any solid waste or hazardous waste program. Contractor shall not disseminate any information about the facility without pre-approval of the City.

3.20 Recycle Center

Contractor shall oversee the onsite Recycle Center that is open to Elk Grove residents only. The area is a self-service drop-off area where residents can bring hard-to-recycle items such as large amounts of cardboard, green waste, scrap metal, appliances, and inert material. It is comprised of approximately 9-10 roll-off bins serviced by Republic Services. Contractor's oversight role shall include:

- A. Verification of customers' jurisdiction and their waste types delivered;
- B. Ensuring that Participants are not delivering/disposing of trash in the Recycle Center;
- C. Data collection from participant;
- D. Directing participants to the Recycle Center;
- E. Directing customers regarding proper usage of the Recycle Center;
- F. Assistance with unloading (if required);
- G. Visual inspection of all containers at least once per day and removal of any contaminants from the bins to the extent that removal of contaminants does not require entry into the bin;
- H. Reporting any damaged or missing signage or damage to the canopy structure covering the Recycle Area to the City immediately; and
- I. Cleaning around the area to include picking up any recyclables on the ground, sweeping up debris, and ensuring full bins are closed and empty bins are safely accessible.

The City conducts used tire collection events for one week each month. During these events, an additional roll-off bin will be located in the Recycle Center and Contractor shall be required to monitor the incoming loads of tires from residents in the same fashion as any load of recyclables including data collection from the participant, verification of their load, and directing them to the unloading area. Contractor shall work in cooperation with any other contractors the City may engage to provide labor during these collection events.

3.21 Staffing

Contractor shall provide a minimum of 5 staff members including a Program Manager and 4 technicians. Contractor shall provide all staff necessary to fulfill the services described in this Scope of Work. The staffing shall be adequate to serve the public and SQGs in a timely and efficient manner.

Contractor's management shall make the determination of worker competency through job observations, and documented performance assessments with the new employee and their assigned supervisor. Contractor shall maintain a history of all training records and provide to City Contract Manager if requested.

3.22 Supplies and Equipment

Contractor shall be responsible for using appropriate supplies, materials, equipment, vehicles, and drivers as specified by law, including but not limited to, federal and California laws and regulations for the management of hazardous wastes. Contractor shall furnish supplies and equipment necessary for the safe and legal packaging, processing and preparing for disposal of all wastes. These supplies include, but are not limited to, those items listed in **Attachment VI**, Contractor Equipment List Provided for SWCC Operations. The City shall provide a forklift, scale, shelving, chemically-resistant unloading carts, mobile hydraulic scissor lift cart, fume hood, tubular hood arm, HazMat storage lockers, tables for sorting, oil tank collection system, antifreeze tank collection system, aerosol can crusher, air compressor, and emergency equipment, which Contractor shall use and operate in accordance with industry standards. The list of equipment provided by the City is included in **Attachment VII**, City Provided Equipment List. In general, equipment that is permanent, stationary or will be used repeatedly within the SWCC is purchased and owned by the City. Equipment that is for Contractor's employees (PPE, safety gear), one time only use, used in packing or storing the waste (containers, flex bins, absorbent), used for day-to-day operations (pallet jacks, drum dollies), or used daily (office supplies, kitchen/breakroom supplies) are the responsibility of Contractor. An inventory inspection shall be performed by Contractor monthly to ensure City supplies and equipment are not missing or damaged. Containers shall arrive as reconditioned or new and must be labeled for each waste type.

3.23 Manifests

Contractor shall prepare hazardous waste manifests and bills of lading in compliance with federal and state laws and regulations and to provide copies of all such documents to City. Contractor is responsible for the accuracy and completeness of all manifests and bills of lading and ensuring that each document is consistent with the relevant Waste Profile Sheet on file for the waste material. Contractor shall sign all manifests and bills of lading for all waste types leaving the SWCC. By execution of this Contract the City authorizes Contractor to act as the City's "authorized representative" (as defined by the Resources Conservation and Recovery Act, codified in 40 CFR 260.10). The City agrees to complete waste profiling forms for each waste type tendered to Contractor. Contractor is liable under federal and state hazardous waste regulations as the "generator" for the waste material collected and transported from the SWCC.

Contractor will correct all errors and discrepancies and shall make subsequent notifications to State and Federal regulatory agencies as required. The City shall not be responsible for payment of additional costs due to manifest or bill of lading errors and will evaluate and determine who should be responsible for any cost-related errors; Contractor shall pay for all costs determined to be the responsibility of Contractor.

3.24 Non-Conforming, Contaminated, Polluted or Tainted Waste Provision

The City shall provide Contractor with a description of acceptable waste ("Waste Profile"). Upon approval by Contractor the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, contaminated, polluted or tainted, but accepted at the SWCC, will be prepared for lawful transportation by Contractor once a lawful manner to dispose of waste is determined.

4.0 TRANSPORTATION AND DISPOSAL REQUIREMENTS

The purpose of this section is to outline the specific requirements to be completed by Contractor when transporting, disposing and/or treating wastes.

4.01 Transportation and Disposal Contractor Warranties

Contractor warrants that it has sufficient and requisite experience, personnel, education, licenses and

permits, equipment, and knowledge to safely and lawfully load, transport, and dispose of all hazardous and universal waste that is listed in the Scope of Work, Section 1.02. Contractor is required to provide all containers (metal, plastic, or fiberboard), flex bins, cubic yard boxes, roll-off bin(s), containers or pallets that will be used to hold the waste during transport.

Contractor must warrant that all TSDFs it plans to use are licensed and permitted, by providing City with copies of all permits or licenses prior to the Notice to Proceed. In the event that any TSDF loses its permitted status during the term of the Contract, Contractor shall promptly notify the City of such loss within 2 business days.

4.02 DOT Permits

Contractor shall obtain and maintain all necessary permits to transport wastes according to DOT requirements. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

4.03 Other Permits, Vehicle, and Driver Registrations

Contractor shall ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required state and federal licenses. Contractor shall notify City, within 24 hours, in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked or suspended.

4.04 Contractor's Driver's Training Program

Contractor shall require three (3) years of experience and a road test prior to employment of all drivers, and a yearly evaluation of driving skills thereafter. Contractor shall perform a pre-employment driving record check on each driver candidate. If hired, the driver's record will be checked again by Contractor on a yearly basis.

All newly hired Class A CDL drivers shall undergo a 24-hour training course to familiarize themselves with Federal Motor Carrier and Contractor's policies and procedures. An eight-hour refresher course shall be required annually thereafter. Topics covered in New Driver Training classes shall include at a minimum:

- a. Overview of U.S. DOT Hazardous Materials Regulations;
- b. HM-181 Requirements;
- c. Selecting a DOT Proper Shipping Name;
- d. Performance Oriented Packaging;
- e. DOT Pre-Transport Requirements;
- f. Special State-by-State Requirements;
- g. Chock and Jack Policy;
- h. Vehicle Safety and Compliance;
- i. Reporting Procedures;
- j. Driver Emergency Response Procedures;
- k. Log Book and Federal Hours of Service Regulations; and
- l. Trip Documentation.

4.05 Supplies and Equipment

Contractor shall use appropriate supplies, waste containers, materials, equipment, vehicles, and drivers as specified by federal and state laws and regulations for the management of hazardous wastes. Contractor shall furnish supplies and equipment necessary for the safe loading, transport and disposal of the wastes. City will supply a forklift and loading dock, which both the Contractor and any other City-contracted Transportation and Disposal (T&D) contractors can use at the SWCC (the City may elect to use one or more T&D contractors to transport and dispose of various waste material types from the SWCC at the

discretion of the City). The City provides those items identified in **Attachment VII**. Contractor shall provide all drums (metal, poly or plastic), cubic yard boxes, roll-off bins, 5-gallon pails, containers, or pallets that will be used to package the waste at the SWCC and later shipped during transport by Contractor as identified in **Attachment VIII**. All containers shall be labeled with the names already printed on them.

All of Contractor's vehicles used for transporting waste shall be maintained in good operating condition, have all inspection stickers, permits and licenses as required by all local, state and federal regulatory authorities for the transportation of hazardous materials, and meet all U.S. EPA and DOT requirements.

Each Contractor vehicle shall be equipped with the following:

- a. Fire extinguishers, spill control and clean up supplies, safety equipment and accident reporting kits; and
- b. Racks, straps or other suitable devices to secure safety equipment and waste materials.

4.06 Hazardous Waste Transportation

Contractor shall schedule and arrange for shipments and then shall load wastes into properly registered and licensed vehicles for transportation to the designated recycling or disposal site(s) immediately as needed by waste type. All waste must be off the site within one (1) year of acceptance. Contractor is responsible for ensuring adequate containers (drums, cubic yard box, and/or pails, etc.) for packing and adequate storage space on truck(s) for all wastes scheduled for shipment (**Attachment VIII**, which is attached hereto and incorporated herein by reference).

Contractor shall be a registered hazardous waste hauler pursuant to California Health and Safety Code Section 25163 and such registration shall be maintained throughout the duration of the Contract with the City. Contractor shall also own or operate a permitted TSDf or shall have a working relationship including a Contract with such a facility to dispose of wastes. Contractor shall hold a Hazardous Waste Transportation Registration with the State of California's Department of Toxic Substances Control. A copy of the Registration shall be kept at the SWCC.

Contractor shall inventory all waste removed from the site. All containers shall be clearly labeled in accordance with DOT requirements and clearly list their company name. Contractor shall be responsible for all hazardous waste manifests and bills of lading and all supporting documentation in accordance with all applicable local, state, and federal laws and regulations. Prior to payment of invoices, Contractor shall submit copies of all completed inventories and manifests indicating final disposal of all waste to the City.

Contractor assumes all responsibility allowed by law for the waste from the point at which it is accepted by the Contractor to the point at which it is accepted at the disposal or treatment destination. City shall not be responsible for additional costs incurred as a result of a TSDf or recycling facility refusing to accept any waste material from Contractor or from misdirected waste.

4.07 Hazardous Waste Disposal

Contractor shall provide for the ultimate disposition of waste materials accepted at the SWCC, with the exception of those for which the City may have selected an alternate vendor. Final disposition of waste materials, in compliance with Federal, State of California (State), and local regulations shall follow the State's hierarchy, in the order of preference: reuse, recycling, fuels blending, treatment/neutralize, incineration, stabilization/solidify/landfill, and last, direct hazardous waste landfilling. If City directs Contractor to use an alternate disposal or treatment method and such method has a price that is not included in **Exhibit C**, Compensation and Method of Payment, a pricing addition or adjustment shall be made via an amendment to this Contract.

Contractor shall provide certificates of disposal/destruction for any and all waste material disposed by Contractor within 90 days of disposal/destruction. Such certificates shall include the type and total amount of waste disposed/destroyed, the waste management method used for disposal/destruction, and the name and location of the disposal/destruction facility.

5.0 MISCELLANEOUS OPTIONAL SERVICES

The following services are optional and shall only be provided at the request of the City.

5.01 Emergency Response Services

Contractor shall provide immediate response and containment to cleanup operations, providing the labor, equipment, supplies, logistical support, ICS/NIMS integration, and operational oversight to manage any environmental emergency within the City. Contractor may be asked to respond to typical emergency incidents such as abandoned waste clean-up, over-the-road accidents, punctured lines, tank overflows, leaking containers, biological and infectious materials, tanker truck roll overs, and facility releases. The emergency response services shall include chemical and hazardous material spill response, emergency lab packing, waste disposal, or standby emergency response coverage. Contractor shall rapidly deploy experienced, 40-hour HAZWOPER trained and certified workers to meet the needs of any City incident.

5.02 Illegal Fireworks Disposal

As part of the City's annual enforcement of "safe and sane fireworks" for Independence Day on July 4, the City may collect illegal fireworks from the public. In the event that City collects illegal fireworks in any given year, Contractor shall provide the labor, supplies, and equipment appropriately to pack the material accordingly to all local, state, and federal regulations. Staff provided shall be experienced and be able to demonstrate that all necessary training to handle explosives has been completed. Contractor shall provide transportation and disposal of any and all illegal fireworks collected and packaged. Contractor shall also obtain a temporary Environmental Protection Agency (EPA) Identification (ID) Number for the waste on behalf of the City.

5.03 Temporary Staffing

Contractor shall provide labor or technical staff to provide additional service as requested by City for special events or temporary programs such as those funded by a grant (e.g. the Tire Amnesty program). Requests for services shall be made by City on a project-by-project basis and shall include a description of the specific services to be provided by Contractor's temporary staffing and the total amount of hours or estimated hours needed.

ATTACHMENT I: CONTRACTOR MAINTENANCE REQUIREMENTS FOR THE SWCC

In addition to other requirements set forth herein, the SWCC shall be maintained as follows:

Item	Maintenance Requirement
Steel Building - Structural/Exterior & Interior Paneling, Fencing, Gate	Fencing and gate are to be maintained by City. Fencing and gates are to be secured by Contractor.
Exterior/Interior Personnel Doors, Door Frames	City to maintain all doors and the door security system. Contractor to secure all property and ensure all doors are locked and closed Sunday – Wednesday. Contractor shall ensure site and building are locked and security alarm is armed prior to leaving at the end of each operational day.
Floor and Bays	Contractor shall maintain floor and bays. City to repair as necessary. Contractor shall clean floors no less than weekly or more frequently as needed in the materials storage room, ID packing room, reuse room, hazardous waste storage room, and dock area.
Fire Protection System	City to arrange for the system to be inspected annually by a qualified contractor and that all fire extinguishers are serviced annually. All storm drains, double check valve, emergency generator, fire overflow tank, and alarms systems shall be checked by Contractor monthly. Contractor shall ensure that all fire lanes are open and clear both inside the SWCC and outside the SWCC at all times.
Eye Wash and Shower	Contractor shall test and record such testing no less frequently than required by OSHA.
Electrical/Storage Rooms	Contractor shall keep electrical panels clear and accessible. Electric panels shall remain locked and the onsite supervisor/Program Manager shall maintain control of the key. Report circuit disruptions or electrical issues immediately to City. Contractor shall not use circuit breakers as switches.
Light Fixtures	City shall replace as needed. Contractor is to communicate the need for repairs promptly to City staff.
Ventilation Equipment	HVAC shall be maintained by City. City to check twice yearly all mechanical equipment, including fans, heaters, A/C unit, water heater, etc. City to replace A/C filters quarterly or more often if necessary.
Roll up doors	City to perform maintenance specified in owner's manual. City will perform repairs as needed.
Site Drainage	Contractor to monitor drainage of all storm water off site and report any issues to City.
Exterior Maintenance	Contractor to remove debris immediately adjacent to building daily and perform a litter sweep of entire site twice a week. Contractor to remove or spray weeds in areas inaccessible to City's landscaping service provider (e.g. in and around the gated area outside of the break room and the generator).

ATTACHMENT II: SPECIAL WASTE COLLECTION CENTER CONTRACTOR FACILITY CLEANING OBLIGATIONS

Contractor is required to clean those rooms not cleaned by the City's janitorial service. Contractor shall be required to clean the ID & Packing Room, Waste Storage Area, Material Storage Area, Hazardous Fluid Mixing Room, Reuse Room, Loading Dock, Public Driveway and the Recycling Center behind the building. Contractor shall perform the following maintenance/cleaning in each location:

Contractor shall clean the SWCC daily as follows:

1. Spot clean all rooms at end of day.
2. All hard-surfaced floor areas shall be checked and appear clean. No visible spills, dirt or litter on the floor. Sweep/vacuum when visibly needed but not less than weekly.
3. Spot clean walls, shelves, platform scale, unloading carts and tables. Walls (inside) – wipe spills and splatters up immediately.
4. Clean doors, roll up doors, door handles, and window glass as needed. No fingerprints shall be visible at the start of the operational day.
5. Clean the sink in the chemical hood area and counters in the ID room. This includes face of chemical storage hood and cabinets.
6. Can Crushing Equipment: Spot clean exterior, doors/handles and remove any build up within the machine.
7. Oil filter crusher, paint bulking trees, oil draining area: Wipe down all residual waste from the day, clean the unit and remove empty containers.
8. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week.
9. Exterior unloading area and loading dock: Sweep when visibly needed and remove all litter.
10. Wipe down all hand tools and return to the proper storage area. (bung wrench, socket wrench, spatula, etc.).
11. Receive all supplies, label them and stock them accordingly; organize storage room so that all items go on a labeled shelf.
12. Ensure all paperwork necessary for the next working day is organized and neatly stacked and acceptable.
13. Clean the area around the storage bins for trash; recycle materials, e-waste and asbestos waste.
14. Check the Public Recycling Center and place all items in their correct bins and clean up as needed.
15. Verify that all signage is correctly posted and visible. Report any damaged or incorrect signage to City immediately.
16. Janitorial service is provided within the breakroom/kitchen area and the restrooms; however, and contract staff shall be responsible for cleaning up after themselves daily including washing their own dishes, cleaning up spills and splatters on counters and in the microwave, removing or putting away personal items within the kitchen and locker rooms, etc.

Contractor shall clean the SWCC at least weekly as follows:

1. Sweep the following rooms: ID & Packing Room, Waste Storage Area, Material Storage Area, Hazardous Fluid Mixing Room, Reuse Room, Loading Dock, public unloading area and Recycle Center.
2. Spot clean all doors, door frames, walls and light switches to remove any markings.
3. Check all building lighting and report any outages.
4. Spot clean walls and wipe up splatter immediately.
5. Organize all labels, brochures, handouts and packing materials.

6. Organize and stock all materials received so that all items are placed in the storage area and labeled correctly.
7. Check/clean behind open doors and accessible spaces adjacent to eye wash area.
8. Clean, sweep, and remove litter from in and around the semi-permanent fixtures in the loading dock area such as the F.O.G. shed, the e-waste trailer, the recyclables roll-off bin, the trash bins, the open-sided roll-off storage bin, etc.

Contractor shall clean the SWCC at least monthly as follows:

1. Mop all floors in the ID room and storage area.
2. Dust all horizontal and vertical surfaces not reached in normal cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
3. Clean the storage bay floor by moving all containers and cleaning behind them.
4. Clean and sweep all cages used for storage of compressed gas cylinders.
5. Spot clean the refrigerator in the breakroom, including clean out old and expired food items, wiping up spills and splatters, and wiping down shelves and handles.

ATTACHMENT III: SPECIAL WASTE COLLECTION CENTER JANITORIAL SERVICES PROVIDED BY CITY

The City, under separate contract with a janitorial service provider, will be responsible for the following areas to be cleaned by a janitorial service. The janitorial service will clean twice weekly. In the event there is an overlap or duplication of areas to be cleaned, then both Contractor and the City's janitorial services contractor shall clean as directed.

The janitorial service will clean the following rooms only: Restrooms, Locker Rooms, Reuse Room, Custodial Closet, Office, Break Room, and hallways to reach these rooms. They **will not enter or clean** the ID & Packing Room, Waste Storage Area, Material Storage Area and the Hazardous Fluids Mixing Room. The Janitorial service will be required to perform the following duties:

Semiweekly

1. Spot clean/vacuum all mats.
2. All hard-surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Spot clean walls, baseboards and directories,
4. Clean entry door metal trim, glass, sidelights and other interior glass (other than exterior windows) as needed.
5. Push tenant employees' chairs up into desks and return wastebaskets to the proper position.
6. Clean all sinks and counters in break room. This includes face of cabinets.
7. Refrigerators: Spot clean exterior, doors/handles and dispenser.
8. Microwaves: Spot clean exterior and interior.
9. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
10. Recycling: Transfer contents of paper recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed.
11. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
12. All Restrooms: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
13. All Restrooms: Damp wipe all ledges. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
14. All Restroom: Spot clean light switches, doors and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
15. All Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present.
16. All Restrooms: Clean and polish all mirrors, soap dispensers, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present.
17. All Restrooms: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners. Check and replace auto dispenser operating batteries as needed. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
18. All Restrooms: Empty sanitary napkin disposal receptacles. Replace plastic liners.
19. All Restrooms: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.

20. Exterior entrances and walks ways: Sweep and check area and remove all litter, cigarette butts, etc.
21. Custodial closets: Clean and arrange all equipment. Empty vacuum cleaner bags, check belts, sweep and mop floor.
22. Clean conference room table.

Weekly

1. Stock and refill sanitary napkin dispenser.

Semimonthly

1. Clean all entry thresholds removing all visible soil.
2. Sweep and mop break room area.
3. Spot clean all doors, door frames, walls and light switches to remove other markings.
4. Lift and clean under all mats.
5. Dust all mullions and sills and other surfaces up to 84" high.
6. Restroom: Remove scale from all fixtures without damaging finish.
7. Restroom: Clean all baseboards with germicidal detergent.
8. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
9. Dust all window sills, door louvers, paneling, molding, structural and furniture ledges, and chair rungs.
10. Spot clean walls.
11. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

Monthly

1. Clean/polish kick plates on doors.
2. Clean all office and break room chairs.

Quarterly

1. Machine scrub, polish and disinfect all ceramic tile floors including rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior windows to a height of ten feet from floor.
5. Strip, machine scrub, and wax all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl floor copy area.
6. Clean all interior doors on both sides.

Semi-Annually

1. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
2. Wash all windows inside and out.

ATTACHMENT IV: SPECIAL WASTE COLLECTION CENTER ANNUAL REPORTING GUIDELINES

Contractor shall provide monthly reports documenting the type of data collected below, which shall be due to the City on the fifteenth of each month following that for which data is reported. Contractor shall be required to submit an annual report to the City by August 15 of each calendar year for the preceding fiscal year (July – June), which shall include the information set forth herein. The annual report shall include a table of contents, a minimum of seven sections as outlined below, as well as several charts and graphs all in a professional appearance. The City may request other reports as needed during the period of the Contract.

1. Program Summary

This section shall be used to summarize all activity and disposal data for the prior year including data for the Recycle Center.

Charts/Data to Include:

- a) Operating cost per car for the entire fiscal year
- b) Pounds of Household Hazardous Waste (HHW) per car for the entire fiscal year including the final treatment/disposal method
- c) Operating cost per pound of HHW for the entire fiscal year
- d) Summary of any customer data requested by the City for collection

2. SWCC Residential Participation

This section shall be used to describe how much participation within the community the facility is receiving. Statistics and trends should be noted by jurisdiction/community and as a whole.

Charts/Data to Include:

- a) Historic SWCC participation showing number of cars per month by fiscal year with the percentage growth rate from the previous year
- b) SWCC participation in average cars per day by day of the week
- c) SWCC participation by program type: HHW, HHW and Recycling, Recycling Only
- d) Residential participation by jurisdiction for the fiscal year, with each jurisdiction's percentage of total participation
- e) Tire Collection Data including number of participants and number of tires collected

3. Quantities of HHW Disposed

This section shall describe how much and what materials are being disposed of within the facility. Describe specifics about what is being disposed of from the facility.

Charts/Data to Include:

- a) HHW disposal per month in pounds by waste stream type, with each waste stream type's percentage of the total amount disposed
- b) HHW disposal for the fiscal year totaled by management method, including a percentage of the total for each
- c) Amount of HHW sent out of state for disposal/destruction by waste type
- d) Estimate of HHW disposed by jurisdiction
 - i. May use an allocation methodology (include in the report if used) to estimate the HHW disposal for each jurisdiction with participants using the SWCC based on population, number of participants, or other appropriate method

4. Reused and Recycled HHW

This section shall be used to describe how much material is being taken in and recycled from the facility month to month. Calculate the financial savings the reuse program is generating each month and what the totals are at the end of every fiscal year.

Charts/Data to Include:

- a) Reuse Room data by waste stream type by month including:
 - i. Pounds diverted to the Reuse Room by waste stream type,
 - ii. Total percentage of the waste stream accepted at SWCC that is diverted to the Reuse Room
 - iii. Number of participants using the Reuse Room
 - iv. Number of items taken from the Reuse Room by Participants
- b) Estimated savings generated by the program from averted disposal costs

5. Small Business Program

This section shall describe the collection of wastes from the small businesses that qualify as Small Quantity Generators (SQGs) under the State of California's waste management laws.

Charts/Data to Include:

- a) Total Number of SQG participants
- b) Total Number of SQG visits/waste drop-offs
- c) Summary of revenue received by month
- d) The historical number of small businesses served in each FY including the percentage growth from the prior FY
- e) Report indicating jurisdiction of origin of business participants

6. Recycling Center

This section shall describe the use of the public Recycling Center as well as information on any problems, situations, and any suggestions for improvements. Report how much time is spent in oversight of the area.

Charts/Data to Include:

- a) Description of enforcement measures taken to ensure the Recycling Center rules are being followed (e.g. residents only, only one load of green waste/inerts per month, no trash, etc.)
- b) Discussion of any issues or topic related to oversight of the Recycling Center

7. Revenue and Expenses

This section shall describe in detail all the expenses and revenue that were involved with the facility in the fiscal year. Contractor may request additional data from City as needed to complete this section for waste streams not handled directly by Contractor (e.g. E-waste, used motor oil, smoke alarms, etc.).

Charts/Data to Include:

- a) A summary of revenue and expenses by category
- b) Net Expenses per participant

ATTACHMENT V: MINIMUM CONTAINER VOLUMES

Contractor shall, to the extent possible and in compliance with the terms of this Contract, fill each container to its maximum rated capacity to make full use of these resources, except any container of waste that must be transported and disposed due to regulatory requirements such as onsite storage time limits or any container with waste that is required to be shipped individually. The table below presents guidelines for minimum volumes/quantities that shall be shipped by Contractor for disposal for the various types of containers.

Packaging Method	Container Size	Minimum Volumes* (gallons/pounds)	Notes / Other
Lab-pack:	5 gallon	20 lbs.	
	30 gallon	60 lbs.	
	55 gallon	170 lbs.	
Loose Pack:	5 gallon	25 lbs.	
	30 gallon	90 lbs.	
	55 gallon	210 lbs.	
Non - Bulk:	5 gallon	25 lbs.	Excluding road flares
	30 gallon	170 lbs.	
	55 gallon	420 lbs.	Excluding Batteries – should meet drum rated weights
Meter Boxes or other approved container:	size: CYB	500 lbs.	Aerosol/Toxic/Flammable Solid/Asbestos – Excluding PaintCare Products

ATTACHMENT VI: CONTRACTOR EQUIPMENT LIST PROVIDED FOR SWCC OPERATIONS

Contractor shall provide, at its sole cost and expense, the following equipment and supplies at a minimum. Should Contractor determine that additional equipment and/or supplies are needed to carry out the requirements of the Contract, excluding those provided by the City as shown in Attachment VII, Contractor shall provide those supplies and/or equipment at its sole cost and expense.

Absorbent pads (assorted types)	Office supplies as needed
Absorbent, Oilsorb	Oxidizer paper
Absorbent, Superfine	Packing list w/ envelope
Acid/Alkaline neutralizer kits	Pallet jacks
California Waste Manifest	Peroxide paper
Chlor D Tech kit	pH paper
Coliwasa tubes	Pipettes, plastic
D.O.T. labels (assorted)	Personal protective equipment (PPE):
Decon tubs	Reusable & 1 time use Aprons
Drum dolly	Boot covers
Drum gaskets	Chemical resistant gloves
Drum labels	Cotton glove liners
Drum level lock rings	Ear plugs
Drum liners	Face shields
Drum markers	Nitrile gloves
Duct tape	Labpack gloves
HazCat kit for unknown wastes	Respirators
Hazardous waste labels	Reusable & 1 time use Tyvek (assorted sizes)
Hydrochloric acid 3%	Waste Containers (assorted types and sizes)
Office computer software	

The equipment and supplies listed herein shall be new and of good quality, maintained in good working order, and be stocked in sufficient quantities to meet the needs of SWCC operations at all times.

ATTACHMENT VII: CITY PROVIDED EQUIPMENT LIST

City shall provide the following equipment and supplies for use by Contractor for operation of the SWCC only.

Aerosol Can Crusher	Impact wrench (closes drums, mounted at labpack area)
Air compressor	Internet with limited internet options
Aluminum placard mount (10)	Laboratory furniture (no lab chemicals)
Antifreeze tank collection system	Ladders (various heights)
Battery handler to move car batteries (2)	Litter pick up tool (2)
Bin (plastic to hold items)	Lock out/tag out cabinet (1)
Channel lock pliers (1)	Mobile hydraulic scissor lift cart (1)
Chemically resistant tray for auto batteries (1)	Office furniture (chairs and desks)
Chemically resistant unloading carts (10+)	Oil tank collection system
Continuity check for the grounding cable (1)	Paint tools (spatula, can openers, scraper)
Computers	Phones
Copier/scanner/fax machine	Platform scale (in floor)
Directional signs	Safety mirrors for forklift operation visibility (2)
Door lock security system	Security Cameras (8-10)
Double containment tank and storage shed for fats, oils, and grease	Security alarm system
Drum grabber tool	Shelving for operational supplies (separate areas provided for City and for Service Provider supplies)
Dumpster/trash bin liners	Shovels (various types and sizes)
Emergency generator	Small scale (approximately 1 foot by 1 foot) (1)
Emergency warning horn	Swamp coolers (2)
Fire Extinguishers, ABC (5)	Tables (one just for battery sorting)
Fire Extinguishers, D (2)	Three-shelf carts for stocking reuse items (6+)
Fireman's hook (2)	Traffic safety cones (12+)
First aid fire wool blanket (2)	Trash and recycle bins
First aid kit	Wet/dry vacuum ("shop vac")
Forklift	Wall-mounted safety signs (numerous)
Ground clamps	
Hazmat storage lockers (8)	

Except as otherwise stated herein, City shall maintain and repair the equipment as needed, if Contractor notifies City of a need for repair and/or maintenance; except for damage caused by Contractor in which case Contractor shall be responsible for the cost of repair and/or maintenance.

ATTACHMENT VIII: CONTRACTOR EQUIPMENT LIST PROVIDED FOR TRANSPORTATION AND DISPOSAL ACTIVITIES

A. Waste Transportation/Disposal Containers

Contractor shall provide the following types of containers to transport waste. This list includes the typical types of containers that may be required but is not all inclusive and not all examples included may be required.

1. 5 Gallon Pail (bucket)
2. 5 Gallon 1H2 drum
3. 15 Gallon open top drum
4. 30 Gallon open top drum
5. 55 Gallon 1A2 drums (plastic, poly or metal)
6. Fluorescent Tube Boxes, Cylinders
7. Fluorescent Tube Containers 4'
8. Fluorescent Tube Containers 8'
9. Cubic yard UN Boxes
10. Cubic Yard Non-UN Boxes
11. Cubic Yard UN Boxes
12. Fiberboard Co-Pack Boxes
13. Fiber Drum
14. Roll Off Bin
15. Pallets
16. Drum liners
17. Any D.O.T. Labels (Container should be delivered with preprinted labels)
18. Disposable Placards

B. Personal Protective Equipment (for driver or helper as appropriate)

Contractor shall provide the following types of Personal Protective Equipment (PPE). This list includes the typical types of PPE that may be required but is not all inclusive and not all examples included may be required.

1. Reusable or one time use Tyvek
2. Safety glasses
3. Leather gloves
4. Chemical resistant gloves
5. Boots (steel-toed)
6. Uniforms

EXHIBIT B: SCHEDULE OF PERFORMANCE

During the period of the Contract, Contractor shall operate the SWCC in accordance with the Scope of Work, on a schedule that fulfills all performance obligations.

EXHIBIT C: COMPENSATION AND METHOD OF PAYMENT

C.01 Invoicing

Contractor shall submit monthly invoices detailing the activities conducted and the total charges due for that month. Charges for labor, transportation and disposal, SQG credits, and any applicable optional services shall be itemized separately on each invoice. Contractor's monthly invoices shall document all SQG fees collected and included as a credit on the monthly invoice as well as all PaintCare revenue collected. Invoices shall also include documentation for all transportation and disposal charges including but not limited to copies of manifests and bills of lading and documentation relevant applicable Miscellaneous Optional Services pursuant to Section C.02.03 below. Electronic payment will be made to Contractor's designated account within 45 days of submittal of Contractor's invoice, unless disputed by the City. Amounts due may be reduced by liquidated damages that have been assessed in accordance with Exhibit G.

PaintCare payment to Contractor for the hauling, recycling or disposal of PaintCare program products are not considered reportable revenue to the City. If the City elects to direct Contractor to bulk paint, then payments made by PaintCare for the bulking of paints must be made by PaintCare directly to the City.

C.02 Compensation Rates

C.02.01 Labor

Total monthly cost to operate the SWCC ("Basic Monthly Service") is \$37,500.00 per month (less SQG fees collected). This monthly fee includes compensation for all work to be completed by Contractor under this Contract unless expressly stated otherwise.

C.02.01.a Increase or Decrease in Hours

In the event the City increases or decreases the hours of operation of the SWCC, the Basic Monthly Service fee identified in Section C.02.01 above shall be commensurately increased or decreased at the rate of \$216.35 per hour. If Contractor fails to properly open and/or operate the SWCC, or its staff is not ready to service customers, during posted operational hours, the Basic Monthly Service fee shall be commensurately decreased at the rate of \$216.35 per hour for the time the SWCC was not in operation and/or Contractor staff was not servicing customers. This is in addition to any Liquidated Damages that may be due pursuant to **Exhibit G**.

C.02.01.b Door-to-Door HHW Collection Program

The cost of the Door-to-Door HHW Collection Program for Seniors and Disabled Persons (Section 3.16) shall be billed at actual cost based on a rate of \$110.00 per hour for one driver, one box truck, and one technician already assigned to work at the SWCC (one of the 5 base crew members as defined in Section 3.21 Staffing). If the City and Contractor mutually agree to provide the service using a City employee as the driver, a City-owned vehicle, and one of Contractor's employees already assigned to work at the SWCC than the Door-to-Door Program shall be provided at no additional cost to the City.

C.02.02 Transportation and Disposal

For the transportation and disposal of waste, as required by Contractor herein, Contractor shall be compensated at the rates set forth on Table 1, which is attached hereto and incorporated herein by reference.

These rates shall be paid by City to Contractor on a unit basis for the proper disposal or recycling of waste transported away from the SWCC by Contractor. For any waste type accepted at SWCC and not included in Table 1, Contractor must provide a price quote in writing and receive written approval from the City prior to transporting and disposing of the subject material.

C.02.03 Misc. Optional Services and Reimbursable Expenses

Miscellaneous Optional Services shall be provided by Contractor at the request of the City and shall be compensated at the rates included in Table 2, which is attached hereto and incorporated herein by reference. Reimbursable Expenses that are not included in the Contractor's Basic Monthly Service shall be compensated at 1.0 times direct cost unless otherwise agreed to in accordance with Section 10 (Amendments, Changes, or Modifications) of this Contract. Only those additional costs and reimbursable expenses approved by the parties by mutual agreement in advance and in writing, with supporting documentation evidencing those costs provided by Contractor shall be approved. There is an annual contingency not to exceed Forty-Five Thousand dollars (\$45,000) that at the City's sole discretion may be applied to Miscellaneous Optional Services and/or Reimbursable Expenses that are authorized, in advance and in writing, by the City.

Table 2 includes pricing for labor, equipment, and waste disposal for Miscellaneous Optional Services. Additional charges include those noted in the General Conditions of Table 2 including number 13, the Variable Recovery Fee of 12.5 percent and number 14, waste transportation charges, which will vary according to logistics and routing (i.e. may vary depending upon final disposal facility).

C.03 Rate Increases

All compensation rates shall remain in effect for the first two years of the Contract (July 1, 2019 through June 30, 2021). After this initial period, the compensation rates for Labor and Transportation and Disposal shall be adjusted based upon the change in the Consumer Price Index for All Urban Consumers, Seasonally Adjusted (CPI-U) for the previous year, with a minimum annual adjustment of 1.5 percent and a maximum annual adjustment of 3.0 percent. The annual adjustment shall be calculated in May of each applicable contract year based upon the change in the change in the CPI-U value from April of the prior year to April of the current year. City and Contractor shall both concur on the calculation of the annual adjustment prior to Contractor applying the adjustment to the compensation rates. The annual adjustment to the compensation rates shall become effective on July 1 of each applicable year of the Contract.

SAMPLE CALCULATION

The following calculation is meant to be used only as an example of how an annual compensation adjustment would be calculated.

Years 1 and 2 (July 1, 2019 through June 30, 2021):
No rate increases

Years 3 through 5:
New Rate to be effective July 1 in Fiscal Year 2021-22
= [Year 2 Rate] x 1+ [CPI-U from April 2021 – CPI-U from April 2020]/[CPI-U from April 2020]

Using April 2017 and 2018 CPI-U values and the disposal rate for Bulked Flammable Liquids as an example:

$$= \$85.00 \times 1 + [249.956 - 244.524] / 244.524$$

$$= \$85.00 \times 2.22\%$$

(this amount falls within the minimum adjustment of 1.5% and maximum adjustment of 3.0%)

$$= \$86.89$$

TABLE 1 - Transportation and Disposal Rates

Pricing includes the cost of the container used to ship the waste (drums, boxes, buckets etc.), transportation, disposal, as well as any required labels, manifests, and bills of lading.

Size of the meter to be used for each waste type: Length 36" x Width 36" x Height 36"

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/ type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Flammable Solids - LPTN	DI	Loose Pack	475.00	453.00	231.34	178.62	147.41	144.18			
Flammable Liquids - LFB1	FT or DI	Lab- pack		395.97	192.60	149.56	122.66	120.51	67.79		
Bulked Flammable Liquids - FB1	FT or DI	Bulk		247.48	85.00	85.00					
Oil-based Paint & Related - LPTP(LO) & FB2 (BU)	R	Paint care	373.37	300.20	140.96						
Poison Solids - LCCR	DI	Lab- pack	570.28	436.86	195.00	170.01	139.88	137.73	76.40		
Poison Liquids- LCCR	DI	Lab- pack	570.28	436.86	195.00	170.01	139.88	137.73	76.40		
Reactives - LRCT	DI	Lab- pack				285.14	231.34	229.19	121.59		
Inorganic Acid - LCCR	DI	Lab- pack		445.47	175.00	157.10	130.20	128.04	71.02		
Organic Acid - LCCR	DI	Lab- pack		445.47	175.00	157.10	130.20	128.04	71.02		
Inorganic Base - LCCR	DI	Lab-pack		445.47	175.00	157.10	130.20	128.04	71.02		
Organic Base - LCCR	DI	Lab- pack		445.47	175.00	157.10	130.20	128.04	71.02		
Neutral Oxidizer - LCCRO	DI	Lab- Pack		522.94	279.76	215.20	176.46	173.24	94.69		
Organic Peroxide - LRCTO	DI	Lab- pack				285.14	231.34	229.19	121.59		
Oxidizing Acid - LCCR	DI	Lab- pack		522.94	279.76	215.20	176.46	173.24	94.69		

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Oxidizing Base - LCCRO	DI	Lab- pack		522.94	279.76	215.20	176.46	173.24	94.69		
Ammonium Nitrate Fertilizers - CAXI	DI	Lab- Pack		559.52	305.38	233.49	190.45	188.30	83.93		
PCB-Containing Paint - DH3	DI	LO		985.62	625.16	534.77	423.95		194.76		
Other PCB Waste - CHSI	DI	BU or LO			625.16						
Corrosive Aerosols - LCCRQ	DI	Loose-pack	595.00	453.00	231.34	178.62	147.41	144.18	79.62		
Flammable Aerosols - LCCRQ	DI	Loose-pack	595.00	453.00	231.34	178.62	147.41	144.18	79.62		
Poison Aerosols - LCCRQ	DI	Loose-pack	595.00	453.00	231.34	178.62	147.41	144.18	79.62		
Antifreeze - B35	R	Bulk			150.64						
Latex Paint (Recyclable)	R	Paint care									
Latex Paint (Non-recyclable)											
Lead Acid Batteries (Auto) - LBLA	R	Palletize									no charge
Motor Oil - A31	R	bulk per gal									no charge
Oil filters - COF	R	Loose-pack		289.44	144.18	174.31	151.72		50.57		
Mercury - LCHG4	R	Lab- pack							391.67		
Mercury-containing Devices - LCHG2	R	Loose-pack			1729.14	1301.96	1044.80	1042.65	528.32		
Fluorescent Light Tubes (intact) - CFL1	R	Loose-pack									\$0.14/linear foot
Fluorescent Light Tubes (broken) - CFL9	R	Loose-pack			738.14	576.74	491.73		228.11		

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/ type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Compact Fluorescent Lights - CFL8	R	Loose-pack									\$3.50
Misc. Mercury bulbs - CFL2	R	Loose-pack								\$0.70 each	
Low pressure sodium lamps - CFL5	R	Loose-pack								\$0.70 each	
UV Lamps- CFL6	R	Loose-pack								\$5.38 each	
Household Batteries - Alkaline - LBD1	R	Loose pack			568.13						
HH Batteries - Lead Acid - LBLA	R	Loose pack									no charge
HH Batteries - Nickel-Cadmium - LBD2	R	Loose pack			399.20						\$6.22
HH Batteries - Mercury - LCHG3	R	Loose pack									
HH Batteries - Lithium - LBBGB	R	Loose pack								\$107.60 per 2g box	
Electronic Ballasts - D80B	R or DI	Bulk or LO									\$1.30
Medical Sharps - D20	DI	Loose pack			150.00	225.96	180.77	170.01	90.38		
Pharmaceutical Waste, Non-Haz - RXNH	DI	Loose pack			175.00						
Contaminated PPE-CCRK	DI	Loose-pack			195.00						
Class 9 Non-RCRA Solids - LCCRN	DI	Lab pack	695.10	436.86	220.58	170.01	139.88	139.88	76.40		
Class 9 Non-RCRA Liquids - LCCRN	DI	Lab pack	695.10	436.86	220.58	170.01	139.88	139.88	76.40		
Class 9 Non-RCRA Solids - LLF	LF	Lab pack	695.10	412.11	203.36	157.10	130.20	130.20	71.02		
Class 9 Non-RCRA Liquids - LLF	LF	Lab pack	695.10	412.11	203.36	157.10	130.20	130.20	71.02		

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Asbestos - CNIA	LF	Bagged	457.30	330.33	147.41	115.13	95.76	95.76	53.80		
Propane Cylinders - LCY1	R	PA or LO								CYLE \$5.38 ea CYSM \$10.76 ea CYME \$10.76 ea CYLG \$134.50 ea CYXL \$161.40 ea	
Helium Tanks - LCY4	R	PA or LO								CYLE \$26.90 ea CYSM \$102.22 ea CYME \$134.50 ea CYLG \$161.40 ea CYXL \$269.00 ea	
Oxygen Tanks - LCY4	R	PA or LO								CYLE \$26.90 ea CYSM \$102.22 ea CYME \$134.50 ea CYLG \$161.40 ea CYXL \$269.00 ea	
Corrosive Cylinders- LCY5	R or DI	PA or LO								CYLE \$134.50 ea CYSM \$269.00 ea CYME \$403.50 ea CYLG \$699.40 ea CYXL \$1022.20 ea	
Flammable Cylinders- LCY6										CYLE \$134.50 ea CYSM \$269.00 ea CYME \$403.50 ea CYLG \$699.40 ea CYXL \$1022.20 ea	
Toxic Cylinders- LCY7										CYLE \$430.40 ea CYSM \$511.10 ea CYME \$753.20 ea CYLG \$1183.60 ea CYXL \$1614.00 ea	

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Toxic Corrosive Cylinders- LCY8										CYLE \$430.40 ea CYSM \$591.80 ea CYME \$887.20 ea CYLG \$1291.20 ea CYXL \$2044.41 ea	
Reactive Cylinders- LCY9										CYLE \$511.10 ea CYSM 747.82 ea CYME \$1070.62 ea CYLG \$1398.80 ea CYXL \$2044.41 ea	
Covered Electronic Devices -ECEW	R	PA or LO									no charge
Electronic Devices - EEE	R	PA or LO									\$0.215
Fire Extinguishers - LCY2	R	PA or LO								CYLE \$26.90 ea CYSM \$80.70 ea CYME \$107.60 ea CYLG \$129.12 ea CYXL \$188.30 ea	
Fusees - CAXI	DI	LP							83.93		

* Waste Management Method – R=Recycle, FT=Fuels Treatment, DI=Deconstructive Incineration, ST=Stabilization, NE= Neutralization, LF=Landfill

** Handling Method – BU=Bulk, LP=Lab Pack, LO=Loose Pack, PA=Palletize, TB=Tubskid (note: if different then identified in column

*** Use 8.5 pound/gallon conversion factor. Automotive batteries = 40 pounds each.

**** Identify any need for a 85 or 10 gallon drum and their rate

1- indicates use of a co-pak box rather than a drum for outer packaging.



Table 2 - Miscellaneous Services Rates

Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$63.48
Field Technician Overtime	HR	\$95.23
Field Technician Doubletime	HR	\$126.97
Equipment Operator	HR	\$79.62
Equipment Operator, Overtime	HR	\$119.44
Equipment Operator, Double Time	HR	\$159.25
Foreman	HR	\$81.78
Foreman Overtime	HR	\$122.66
Foreman Doubletime	HR	\$163.55
Field Inspector Overtime	HR	\$132.35
Field Inspector Doubletime	HR	\$176.46
Chemist	HR	\$103.30
Chemist Overtime	HR	\$154.94
Chemist Doubletime	HR	\$206.59
Mechanic	HR	\$107.60
Mechanic, Overtime	HR	\$161.40
Mechanic, Double Time	HR	\$215.20
Supervisor	HR	\$110.83
Supervisor, Overtime	HR	\$166.24
Supervisor, Double Time	HR	\$221.66
Lead Chemist	HR	\$131.27
Lead Chemist Overtime	HR	\$196.91
Lead Chemist Doubletime	HR	\$262.54
Project Manager	HR	\$135.58
Coordinator / Job Consultant, Overtime	HR	\$211.43
Coordinator / Job Consultant, Double Time	HR	\$281.91
Site Safety Officer	HR	\$152.79
Site Safety Officer, Overtime	HR	\$229.19
Site Safety Officer, Double Time	HR	\$305.58
TECHNICAL PERSONNEL		
Field Inspector	HR	\$88.23
Senior Mechanical Technician	HR	\$97.92
Senior Mechanical Technician Overtime	HR	\$146.87
Senior Mechanical Technician Doubletime	HR	\$195.83
Associate Engineer	HR	\$102.22
Associate Engineer, Overtime	HR	\$153.33



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Elk Grove City of - On-Call ER Rates

Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Associate Engineer, Doubletime	HR	\$204.44
Welder	HR	\$107.60
Welder Overtime	HR	\$161.40
Welder Doubletime	HR	\$215.20
Designer	HR	\$112.98
Designer Overtime	HR	\$169.47
Designer Double time	HR	\$225.96
Field Engineer/Scientist/Geologist	HR	\$115.13
Field Engineer/Scientist/Geologist Overtime	HR	\$172.70
Field Engineer/Scientist/Geologist Doubletime	HR	\$230.26
Wastewater Treatment Operator	HR	\$116.21
Wastewater Treatment Operator, Overtime	HR	\$174.31
Wastewater Treatment Operator, Doubletime	HR	\$232.42
Senior Engineer/Scientist/Geologist	HR	\$129.12
Senior Engineer/Scientist/Geologist Overtime	HR	\$193.68
Senior Engineer/Scientist/Geologist Doubletime	HR	\$258.24
Professional Engineer/LSP	HR	\$135.58
Professional Engineer/LSP Overtime	HR	\$203.36
Professional Engineer Doubletime	HR	\$271.15
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$74.24
On Site Administration, Overtime	HR	\$111.37
On Site Administration, Double Time	HR	\$148.49
Project Manager Overtime	HR	\$203.36
Project Manager Doubletime	HR	\$271.15
Coordinator / Job Consultant	HR	\$140.96
Emergency Response Coordinator	HR	\$140.96
Emergency Response Coordinator, Overtime	HR	\$211.43
Emergency Response Coordinator, Double Time	HR	\$281.91
General Manager	HR	\$182.92
General Manager, Overtime	HR	\$274.38
General Manager, Doubletime	HR	\$365.84
PER DIEM / SUBSISTENCE		
Overtime Meals	EA	\$43.04
Per Diem / Subsistence	DAY	\$220.58
SUPPORT EQUIPMENT		
15 Gal HEPA Vacuum	DAY	\$185.07
150,000 BTU Portable Heater	DAY	\$292.67

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Elk Grove City of - On-Call ER Rates

Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
2 CU YD self dumping hopper	DAY	\$4.63
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$85.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$29.05
300 - 500 Gal Poly Storage Tank	DAY	\$45.19
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$103.30
Air Compressor 175-185 CFM	DAY	\$281.91
Air Compressor 8-10 CFM	DAY	\$130.20
ATV, 4X4 or 4X6	DAY	\$393.82
Box Truck	HR	\$68.86
Carbon Filter System	DAY	\$267.92
Communications Package	DAY	\$53.80
Decon Pool, 10ft x 10ft	DAY	\$161.40
Decon Pool, 20ft x 100ft	DAY	\$484.20
Decon Pool, 25ft x 50ft	DAY	\$322.80
Decontamination Trailer	DAY	\$196.91
Dewatering Box	DAY	\$185.07
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$79.62
Dump Truck, 10 Wheel	HR	\$86.08
Emergency Response Van	HR	\$85.00
Frac Tank 20,000 Gal	DAY	\$174.31
Frac Tank, Double Walled	DAY	\$208.74
Generator - 12K Watt	DAY	\$269.00
Generator - 4,000 Watt	DAY	\$149.56
Generator - 5,000 Watt	DAY	\$168.93
Generator - 8,000 Watt	DAY	\$196.91
Halogen Spotlight	DAY	\$112.98
Incident Command Unit	DAY	\$1687.17
Intermodal Container	DAY	\$34.43
Intrinsically Safe Drop Light	DAY	\$112.98
Light Stand	DAY	\$112.98
Light Tower w/Generator	DAY	\$562.75
Office Trailer	DAY	\$123.74
On-site Van Trailer (Tractor not included)	DAY	\$216.28
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$188.30
Personnel Staging Tent, 20' x 30'	DAY	\$161.40
Pickup/Van/Car/Crew Cab	HR	\$22.60
Portable Boiler	DAY	\$979.16
Rolloff Container with Tarp & Bows	DAY	\$21.52

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Elk Grove City of - On-Call ER Rates

Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Rolloff Straightjob	HR	\$88.23
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$32.28
Secondary Containment Unit	DAY	\$44.12
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$73.17
Spill Trailer	DAY	\$209.82
Stake Body/Utility Truck	HR	\$39.81
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$489.58
Tractor Only, No Trailer	HR	\$64.56
Tractor w/Box Van	HR	\$86.08
Tractor w/Dump Trailer	HR	\$91.46
Tractor w/Flatbed/Lowbed Trailer	HR	\$88.23
Tractor w/Liquid Transporter	HR	\$104.37
Tractor w/Rolloff Trailer	HR	\$88.23
Traffic Cone/Barricade Unit	DAY	\$1.61
Utility / Support Trailer	DAY	\$209.82
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$337.86
Vacuum Box, Watertight	DAY	\$117.28
SAFETY EQUIPMENT		
14in Neoprene Gloves	PAIR	\$13.99
14in Nitrile Gloves	PAIR	\$13.99
16oz Eyewash	EA	\$23.67
2 Man Breathing System	DAY	\$309.89
4 Man Breathing System	DAY	\$393.82
Acid Cartridges	PAIR	\$31.20
Asbestos Cartridges	PAIR	\$32.28
Bottled Water / Stress Relief (Case)	CA	\$26.90
Breathing Air Bottle Refill	EA	\$32.28
Breathing Air Hose, 100ft	DAY	\$112.98
Chemrel Suit, Level C	EA	\$86.08
Chlorine Cartridges	PAIR	\$31.20
Cotton Winter Glove Liners	PAIR	\$6.46
Cut Resistant Gloves	PAIR	\$31.20
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.45
Earplugs	PAIR	\$2.07
Eyewash Station	DAY	\$57.03
Face/Splash Shield	EA	\$23.67
First Aid Kit, 25 Person	EA	\$89.31
Gloves - 12 in PVC	PAIR	\$11.84



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Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Gloves - 18 in PVC	PAIR	\$13.02
Gloves - Leather	PAIR	\$8.61
Kappler CPF1 Suit (Blue)	EA	\$36.58
Kappler CPF2 Suit (Grey)	EA	\$60.26
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$101.14
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$172.16
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$136.65
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$142.03
Latex Gloves	PAIR	\$6.78
Latex Gloxes	BOX	\$13.99
Level A w/ResponderPlus Suit/Changeout	EA	\$1022.20
Level B w/CPF2 or Polytyvec/Changeout	EA	\$215.20
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$269.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$322.80
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$64.56
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$80.70
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$129.12
Mercury Cartridges	PAIR	\$58.10
Modified Level D (Tyvec, Gloves and Boots)	EA	\$32.28
MSA Chemical Cartridge	EA	\$32.28
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$281.91
Nomex Suit and Hood	EA	\$59.18
Non Steel Toe Chest Waders - Purchased	PAIR	\$242.10
Organic Vapor Cartridges (No Dust)	PAIR	\$31.20
Organic Vapor/Dust Combination Cartridges	PAIR	\$54.88
Polycoated Rain Gear, 22mil	EA	\$19.37
Puncture Resistant Gloves	PAIR	\$36.58
Respirator, Full Face	DAY	\$34.43
Self Contained Breathing Apparatus (SCBA)	DAY	\$281.91
Silver Shield Gloves	PAIR	\$36.58
Steel Toe Hip Boots - Purchase	PAIR	\$172.16
Steel Toe Knee Boots	PAIR	\$86.08
Tyvec, Polycoat HD/BT	EA	\$19.37
Tyvec, Saranex	EA	\$61.33
Tyvec, White	EA	\$23.67
HIGH PRESSURE WATER BLASTING EQUIPMENT		
High Pressue Blaster - 10K PSI 51-65 GPM - HP Pump (350-405)	HR	\$76.40



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Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
High Pressure Blaster - 10K PSI 66-87 GPM - HP Pump (455-500)	HR	\$76.40
High Pressure Blaster - 20K PSI 30-35 GPM - HP Pump (350-405)	HR	\$146.34
High Pressure Blaster - 20K PSI 39-43 GPM - HP Pump (455-500)	HR	\$146.34
High Pressure Blaster - 10,000 PSI 150 HP	HR	\$76.40
High Pressure Blaster - 10,000 PSI 150 HP (30 GPM)	HR	\$76.40
High Pressure Blaster - 10,000 PSI 550 HP (80 GPM)	HR	\$174.31
High Pressure Blaster - 20,000 PSI 150 HP (12 GPM)	HR	\$146.34
High Pressure Blaster - 20,000 PSI 300 HP (10-20 GPM)	HR	\$146.34
High Pressure Blaster - 20K PSI 25-28 GPM -HP Pump (300-320)	HR	\$146.34
High Pressure Blaster - 40,000 PSI 200 HP (6GPM)	HR	\$177.54
High Pressure Blaster - 40,000 PSI 6 GPM - UHP Pump (200) HP	HR	\$177.54
High Pressure Blaster - 40K PSI 12-14 GPM -HP Pump (300-320)	HR	\$177.54
HIGH PRESSURE WATER BLASTING - AUXILIARY EQUIPMENT		
Nozzle - 3D Rotating - 10K, 20-80 GPM	HR	\$91.46
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$107.60
2-D Rotating Nozzle - 10K	HR	\$69.94
2000psi Pressure Washer	DAY	\$117.28
2500psi Hot Water Pressure Washer	DAY	\$366.92
2500psi Pressure Washer	DAY	\$126.97
3000psi Hot Water Pressure Washer	DAY	\$404.58
VACUUM EQUIPMENT		
High Powered Vacuum Truck/Cusco	HR	\$160.32
Skid Mounted Vacuum System	HR	\$73.17
Tractor w/Vacuum Trailer	HR	\$110.83
Vacuum Truck, Straight	HR	\$90.38
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$160.32
PUMPING/TRANSFERRING PUMPS		
Drum Loader	DAY	\$185.07
Drum Vacuum, Pneumatic	HR	\$34.43
Pump - Centrifugal, 2 in	DAY	\$118.36
Pump - Centrifugal, 4 in	DAY	\$165.70
Pump - Diesel Lister, 3 in	DAY	\$165.70
Pump - Double Diaphragm, 1 in	DAY	\$104.37

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Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Pump - Double Diaphragm, 2 in	DAY	\$147.41
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$195.83
Pump - Double Diaphragm, 3 in	DAY	\$165.70
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$216.28
Pump - Double Diaphragm, 4 in	DAY	\$228.11
Pump - Electric Drum	DAY	\$117.28
Pump - Electric Submersible, 2 in	DAY	\$92.54
Pump - Electric Submersible, 3 in	DAY	\$117.28
Pump - Electric Submersible, 4 in	DAY	\$171.08
Pump - Hale, 2 in	DAY	\$117.28
Pump - Hand	DAY	\$37.66
Pump - Hydraulic Sludge, 6 in	DAY	\$583.19
Pump - Hydraulic Transfer, 4 in	HR	\$37.66
Pump - Hydraulic Transfer, 6 in	HR	\$281.91
Pump - Trash, 4 in	DAY	\$306.66

CHEMICAL CLEANING EQUIPMENT

Chemical Cleaning Unit	HR	\$123.74
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FILTRATION SERVICES

Filter Bags - 25 Micron Nominal	EA	\$9.68
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AUXILIARY EQUIPMENT - CHEMICAL CLEANING AND FILTRATIONS

Replacement Gasket - 3 in.	EA	\$7.53
Replacement Gasket - 8 in.	EA	\$17.22

CHEMICAL PRICING - INDUSTRIAL CLEANING

142 Solvent	GAL	\$11.84
Antifreeze, Concentrate	GAL	\$6.24
Antiviral Disinfectant Solution	GAL	\$48.42
Capsur	GAL	\$182.92
Cirtic Acid Solution, 15%	GAL	\$7.53
Citrus Cleaner Degreaser	GAL	\$65.64
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.61
Hydrochloric Acid	LBS	\$3.87
Penetone Degreaser	GAL	\$35.51
Pink Stuff Degreaser	GAL	\$23.67
Sanimate Degreaser	GAL	\$23.67
Simple Green Degreaser	GAL	\$36.58
Soda Ash, 100 lb / 45 kg	BAG	\$55.95
Sodium bisulfate 50 lb / 23 kg	BAG	\$130.20
Sodium Hypochlorite, 15% (Bleach)	GAL	\$9.68

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Labor, Equipment and Materials

Description	UOM	Price (USD)
MARINE RESPONSE EQUIPMENT		
Airboat, Single Engine	DAY	\$1291.20
Airboat, Twin Engine	DAY	\$3766.01
Boat/Workskiff without Motor	DAY	\$152.79
Brush Skimmer	DAY	\$860.80
Containment Boom - 10" Per Foot Per Day	FT	\$1.92
Containment Boom - 18" Per Foot Per Day	FT	\$2.14
Containment Boom - 24" Per Foot Per Day	FT	\$2.77
Containment Boom - 36" Per Foot Per Day	FT	\$3.10
Drum Skimmer (24in-36in)	DAY	\$674.65
Hydraulic Power Pack for Skimmer	DAY	\$236.72
Landing Craft (LCM), 26ft-29ft	DAY	\$1022.20
Landing Craft (LCM), 30ft-34ft	DAY	\$1291.20
Landing Craft (LCM), 35ft-45ft	DAY	\$1936.81
Landing Craft (LCM), 46ft-75ft	DAY	\$5164.81
PFD Deck Suit	EA	\$727.38
PFD Life Vest	DAY	\$27.98
PFD Safety Light	EA	\$31.20
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$85.00
Power Barge Boat, 26ft-30ft	DAY	\$1183.60
Power Barge Boat, 30ft-42ft	DAY	\$2152.01
Power Workboat, Fast Response, 12-14ft	DAY	\$320.65
Power Workboat, Fast Response, 15-17ft	DAY	\$383.06
Power Workboat, Fast Response, 18-22ft	DAY	\$641.30
Power Workboat, Fast Response, 23-26ft	DAY	\$807.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1022.20
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$844.66
Rotating Disc Skimmer Unit	DAY	\$878.02
Skim Pack Skimmer	DAY	\$174.31
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$699.40
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$941.50
Skimmer, Duck Bill	DAY	\$30.13
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$5891.12
Skimming Vessel Belt Drive Replacement	EA	\$1400.96
Skimming Vessel Belt-light oil pads (Set of 4)	EA	\$815.61
Underwater ROV	DAY	\$1350.38
Weir Skimmer Unit	DAY	\$186.15



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Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$191.53
Bailer & Sampling Equipment	DAY	\$64.56
Draeger Air Monitoring Pump	DAY	\$85.00
Explosion/Oxygen Meter	DAY	\$135.58
Geiger Counter Meter	DAY	\$168.93
Geoprobe	DAY	\$245.33
Hydrogen Cyanide Meter	DAY	\$139.88
Hydrostatic Tester	DAY	\$123.74
Interface Probe	DAY	\$135.58
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$551.99
Mercury Vapor Analyzer	DAY	\$281.91
Particulate Meter, Mini Ram or equivalent	DAY	\$135.58
Personal Air Pump Meter	DAY	\$64.56
pH Meter	DAY	\$64.56
PID Meter	DAY	\$135.58
Well Purging/Sampling Pump	DAY	\$64.56
HOSES/PIPE		
Hose - Chemical, 2 in X 20 ft	DAY	\$39.81
Hose - Chemical, 3 in X 20 ft	DAY	\$54.88
Hose - Chemical, 4 in X 20 ft	DAY	\$72.09
Hose - Flex ADS, 6 in, per ft	FT	\$3.77
Hose - Flex, 4 in, per ft	FT	\$2.96
Hose - Lay Flat, 4 in X 25 ft	DAY	\$64.56
Hose - Lay Flat, 6 in X 25 ft	DAY	\$85.00
Hose - Suction, 2 in X 25 ft	DAY	\$33.36
Hose - Suction, 3 in X 25 ft	DAY	\$45.19
Hose - Suction, 4 in X 25 ft	DAY	\$64.56
Hose - Suction, 6 in X 25 ft	DAY	\$93.61
Wash Hose, 1/2in x 50ft	DAY	\$18.29
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$85.00
Bobcat Loader/Mini Excavator	HR	\$79.62
Dozer, <100 HP	DAY	\$731.68
Excavator, 20-30 Ton	HR	\$107.60
Fork Attachment for Bobcat Loader	DAY	\$62.41
Loader, 2-3 Yard Bucket	HR	\$82.85
Sweeper Attachment for Bobcat Loader	DAY	\$152.79

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Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
PNEUMATIC POWER TOOLS		
Jackhammer, 40Lb	DAY	\$69.94
Jackhammer, 60Lb	DAY	\$88.23
Jackhammer, 90Lb	DAY	\$105.45
Pneumatic Chipping Gun	DAY	\$112.98
Steel Nibbler, Pneumatic	DAY	\$140.96
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$131.27
Chain Saw	DAY	\$131.27
SPECIALTY EQUIPMENT		
Antiviral Disinfectant Fogger	DAY	\$188.30
Auger, Manual	DAY	\$69.64
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$391.67
Cutting Torch/Acetylene Torch	DAY	\$129.12
DBI/Rogliss Tripod	DAY	\$69.94
Digital Camera	DAY	\$92.54
Drum Crusher, Portable	DAY	\$489.58
Electric Blower	DAY	\$93.61
Explosion Proof Pneumatic Fan Blower	DAY	\$93.61
Fiber Optic Camera	HR	\$62.41
Fiber Optic Camera Truck	HR	\$160.32
Forklift, 2,000Lb Capacity	DAY	\$449.77
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$484.20
Plasma Cutting Torch	DAY	\$255.01
Sand Blaster and Hose	HR	\$31.20
Transit Set	DAY	\$134.50
Walk Behind Concrete Saw	DAY	\$245.33
DOT SHIPPING CONTAINERS		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$88.23
10 Gal / 40 Litre Fiber Drum	EA	\$43.04
110 Gal Steel Drum, New 1A2/Y400S	EA	\$540.15
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$489.58
16 Gal / 70 L Closed Poly Drum	EA	\$65.64
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$68.86
16 Gal Fiber Drum	EA	\$31.20
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.76
20 Gal / 80 Litre Fiber Drum	EA	\$36.58
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$107.60

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Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$83.93
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$101.14
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$95.76
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$54.88
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$90.38
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$119.44
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$86.08
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.90
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$31.20
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$36.58
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$23.67
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$36.58
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$23.67
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$47.34
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$71.02
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$271.15
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$107.60
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$105.45
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$104.37
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$60.26
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$145.26
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$160.32
55 Gal / 205 Litre Steel Drum Heavy Gauge 1A2/1.5/100 (17-C)	EA	\$147.41
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$118.36
55 Gal/205 Litre Steel Drum Poly Line 6HA1/X1.5/280 (6D/37M)	EA	\$201.21
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$209.82
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$247.48
8ft Fluorescent Tube Box 4G/Y275	EA	\$29.05
Asbestos Bag	EA	\$1.72
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$76.40
Drum Liners	EA	\$23.67
Drum Rings/Bolts/Gaskets	EA	\$31.20
Dump Trailer Poly Liner	EA	\$103.30
Filter/Liner for Filter Box	EA	\$383.06
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$165.70
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$107.60
Flexbin/Cubic Yard Box Liner	EA	\$31.20
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$65.64

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Description	UOM	Price (USD)
Fluorescent Bulb Tubes, 4ft 125 bulb capacity	BOX3	\$65.64
Fluorescent Bulb Tubes, 4ft 150bulb capacity	BOX4	\$65.64
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$94.69
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	BOX3	\$94.69
Hazardous Waste Labels / Markings	EA	\$1.40
Labels - DOT Diamonds	EA	\$1.61
Pathological Waste Bag	EA	\$6.56
Poly Bags, 6mil, per Roll	EA	\$182.92
Poly Sheet, 6mil 20ft x 100ft	EA	\$123.74
Vacbox Liner/Bladder	EA	\$828.52
Waste Wrangler	EA	\$201.21

ABSORBENT MATERIALS

Absorbent Boom, 3in x 4ft	EA	\$8.61
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$165.70
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$265.77
Absorbent Pad (101 Grade) 100/bale	BALE	\$136.65
Absorbent Roll, 38in x 144ft	EA	\$194.76
Absorbent Rug, 36in x 300ft	EA	\$322.80
Absorbent Sweep, 17in x 100ft	BALE	\$171.08
Activated Carbon for Water treatment systems	LBS	\$3.34
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$18.29
HGX Absorbent (Mercury absorbent)	LBS	\$21.52
Oil Snare, Loose in Bag	BOX	\$71.02
Oil Snare, on a Line, 50ft	EA	\$104.37
Poly Absorbent, 20 lb / 23 kg	BAG	\$112.98
Rags, 50 lb / 23 kg	BOX	\$65.64
Saw Dust, 20 lb / 9 kg	BAG	\$10.76
Speedi Dry	BAG	\$12.91
SPI Solidification Particulate (Oil Bond)	LBS	\$20.44
SPI Waterbond	LBS	\$17.22
Vermiculite 4 cuft	BAG	\$34.43

SAMPLING AND LAB SUPPLIES

8oz Sample Jars	EA	\$15.06
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$41.96
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$31.20
Draeger Tube	EA	\$31.20
pH Paper, 1-14/Roll	EA	\$18.29
Sample Tube	EA	\$18.29

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Labor, Equipment and Materials

Description	UOM	Price (USD)
MARINE EQUIPMENT		
1/2in Poly Rope	FT	\$0.54
3/8in Poly Rope	FT	\$0.43
3/8in Unguarded Galvanized Chain	FT	\$7.53
Anchor, 18Lb	EA	\$147.41
HIGH HAZ		
Drum Tilter, Mechanical	DAY	\$185.07
Nitrogen Cylinder	DAY	\$71.02
Remote Drum Opener, Pneumatic	DAY	\$1282.60
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$80.70
Sample & Profile Approval Fee	EA	\$117.28
MISCELLANEOUS		
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$290.52
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$288.37
Rope Mop - 4" (Per Foot)	FT	\$32.28
Rope Mop - 9" (Per Foot)	FT	\$40.89
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$833.90
1/2in Drill, Electric	DAY	\$46.27
1/2in Nylon Rope	FT	\$1.08
10in Flange/Ring Gasket	EA	\$20.44
12in Masonary Cutting Wheel Blade	EA	\$17.22
12in Metal Cutting Wheel Blade	EA	\$22.60
14in Flange/Ring Gasket	EA	\$23.67
16in Street Broom	EA	\$37.66
24 - 36in Manhole Gasket	EA	\$89.31
24in Floor Broom	EA	\$37.66
2in Flange/Ring Gasket	EA	\$6.46
3 Gal Pump Spray Bottle	EA	\$58.10
3/4in Drill, Rotary Hammer	DAY	\$97.92
3/8in Manilla Rope	FT	\$0.54
3/8in Manilla Rope Coil, 600ft	EA	\$177.54
3in Long Handle Scraper	EA	\$24.75
3in Scraper	EA	\$16.14
4in Flange/Ring Gasket	EA	\$10.01
Acetylene Bottle	EA	\$48.42
Carbide Blade	EA	\$15.39
Caution Tape/Roll	EA	\$60.26

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Labor, Equipment and Materials

Description	UOM	Price (USD)
Chemical Tape/Roll	EA	\$54.88
Circular Saw, Electric	DAY	\$64.56
Collection Jar for Mercury Vacuum	EA	\$47.34
Cutoff Saw (Demo)	DAY	\$140.96
Deck/Scrub Brush	EA	\$19.37
Disposable Hand Pump/Syphon Pump	EA	\$36.58
Duct Tape/Roll	EA	\$12.91
Dump Truck Tarp	EA	\$390.59
Electric Auger	DAY	\$79.62
Extension Cord, 50ft	EA	\$60.26
Fence Stakes	EA	\$9.79
Fence, SILT 100ft	EA	\$153.87
Filtration Bag for Mercury Vacuum	EA	\$31.20
Flat Shovel	EA	\$34.43
Garden Hoe	EA	\$32.28
Garden Rake	EA	\$32.28
Hanby Soil Reagent/Sample	EA	\$60.26
Hand Cleaner	EA	\$35.51
Mercury Vacuum	DAY	\$221.66
Minimum Charge for ER or BioHaz Jobs	EA	\$2152.01
Misc. Handtools	DAY	\$36.58
Pitch Fork	EA	\$107.60
Plastic Shovel	EA	\$59.18
Reciprocating Saw (Sawzall), Electric	DAY	\$85.00
Rolloff Bow	EA	\$45.19
Rolloff Poly Liner	EA	\$83.93
Rolloff Tarp	EA	\$449.77
Safety Plan	EA	\$295.90
Sawzall Blade	EA	\$36.58
Sea Clean Degreaser, 5 Gal / 20 Litre	EA	\$89.31
Shrink Wrap	ROL	\$51.65
Small Sledge Hammer	EA	\$43.04
Snow Fence/Safety Fence, 100ft	EA	\$82.85
Spaded Shovel	EA	\$37.66
Spray Gel	GAL	\$33.36
Squeegee	EA	\$39.81
Trans per Loaded Mile To Colfax	MIL	\$6.00
Wet Vacuum (Shop Vac)	DAY	\$46.27

Report ID: 46368



Elk Grove City of - On-Call ER Rates

Clean Harbors Emergency Response Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A99X	EXPLOSIVES	LBS	\$8.00
Minimum Price \$4,000.00 per shipment			

EXHIBIT D: INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, Contractor shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	Two Million Dollars (\$2,000,000)
Products & Completed Operations:	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury:	Two Million Dollars (\$2,000,000)
Aggregate	Four Million Dollars (\$4,000,000)
- e. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of any automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1(any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	Two Million Dollars (\$2,000,000)
-----------------------	-----------------------------------
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.
- e. Coverage shall contain an MCS-90 endorsement covering upsets and overturns, a DTSC 8038 endorsement covering upsets and overturns, and an ISO CA 99 48 Broadened Auto Pollution Liability endorsement or equivalent. The City will accept a DTSC 8038 in place of an MCS-90 if Contractor is not required by Federal Law to provide an MCS-90.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Contractor is a qualified self-insurer with the State of California), and Employers Liability coverage. Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
- c. If an injury occurs to any employee of Contractor for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Contractor under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is

- due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Contractor.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Contractor.
4. **Pollution Liability**
 - a. Pollution liability insurance including, but not limited to, protection for claims of bodily injury, personal injury, property damage, natural resource damage, cleanup costs of property regardless of ownership, and defense on claims resulting from pollution spills or pollution conditions.
 - b. The limits of liability per occurrence shall not be less than Ten Million Dollars (\$10,000,000).
 5. **Other Insurance Provisions:** The general liability, auto liability, and pollution liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles leased, hired, or borrowed by Contractor on a separate endorsement acceptable to the City.
 - b. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of Contractor, including breaches of warranties, shall not affect Contractor's requirement to provide coverage to the City, its officials, employees, agents, or authorized volunteers.
 6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 8. Contractor shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Contractor agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 9. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 10. Contractor shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-

renewal, or material changes of coverage proposed or otherwise.

11. If Contractor fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of its responsibilities under the contract.
13. The making of progress payments to Contractor shall not be construed as relieving Contractor or its Sub-contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

**EXHIBIT E: CERTIFICATE OF COMPLIANCE WITH LABOR CODE §
3700, RELEASE AND INDEMNIFICATION**

The undersigned, on behalf of and as the duly certified representative of Contractor, certifies as follows:

1. Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Contractor fail to secure Workers' Compensation coverage as required by the State of California, Contractor shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Contractor's successors, heirs and assigns.

CONTRACTOR

By: _____
: _____

Name: Thomas F. Fay III

Title: District VP

EXHIBIT F: SECURITY ACCESS POLICY

Contractor and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department (“EGPD”) will conduct “Live Scan” fingerprint checks, free of charge, for up to two employees or approved subcontractors per calendar year, of Contractor that will access City Facilities. “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Contractor requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Contractor shall be required to agree to the following:

- a) Contractor agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Contractor and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Contractor agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.
- d) Employees may be Live Scanned at the expense of Contractor at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Contractor agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Contractor agrees to notify the City within 24 hours of when an employee has severed employment. Contractor shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Contractor shall follow the directions provided by City staff while on the premises.
- h) Contractor agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Contractor agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
- j) Contractor agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.

Contractor shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Contractor and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Contractor will be contacted when to pick up access cards.

Until the process outlined has been completed, Contractor and their employees shall not be allowed to begin work at City Facilities and payment for service may be delayed until Contractor has fully complied with this procedure.

EXHIBIT G: CONTRACTOR LIQUIDATED DAMAGES

The City and Contractor have discussed the possible consequences to City if Contractor fails to perform any of its obligations under this Contract. The purpose of this Exhibit is to identify certain acts, or failures to act, by Contractor as required under this Contract and to assign liquidated damages to those specific acts, as further described herein. The City and Contractor agree that the liquidated damages herein shall be cumulative and in addition to other remedies that may be allowed by law and/or this Contract (e.g., the City's ability to cure and/or demand Contractor perform, enforcing the provisions of Section 22, Indemnity and Litigation Costs, and Contractor's obligation to pay all third-party fines and fees), to the extent permitted by law, and shall not prevent the City from pursuing those remedies in addition to assessing liquidated damages. Furthermore, only those acts, or failures to act, stated herein shall be subject to liquidated damages under this Contract; all other acts, or failures to act, by Contractor that are contrary to, or in breach of, this Contract shall be subject to the City seeking all available remedies allowed by this Contract and/or under the law.

As further set forth herein, Contractor shall be responsible for all actual damage that may occur in addition to the liquidated damages assessed herein. The City and Contractor agree that the City would suffer additional damages in excess of any actual damages as a result of Contractor's acts, or failure to act, which are contrary to this Contract, including, but not limited to, City suffering a decline in customer use of the SWCC, loss of goodwill and credibility, environmental and economic damages resulting from a decline in use of the SWCC, additional and unnecessary administrative burden imposed upon City in managing this Contract, and City's failure to receive the benefit of its bargain relative to this Contract. The parties have made diligent but unsuccessful attempts to ascertain the actual additional compensatory damages the City would suffer in this event, and further agree that a reasonable estimate of such additional damages is an amount equal to the amounts assigned below. Should the Contractor act, or fail to act, in a manner identified below, Contractor agrees to pay to City, as liquidated damages, the amounts assigned below to that act, or failure to act, in addition to any actual damages that may also result (e.g., in addition to the actual cost of clean-up, actual cost to repair facility, cost of suit, etc.).

Contractor agrees and accepts that City may suffer consequences for failure to comply with or perform its obligations under the Contract. Contractor shall make every effort to comply with and perform each and every obligation included in the Contract. Notwithstanding the foregoing or anything to the contrary herein, City agrees as follows:

- 1) As may be applicable, Contractor shall be afforded reasonable opportunity to cure any such violation of the Operational Offenses listed below, and shall work diligently to execute such cure, except that any cure must be completed within 0 to 30 days of City's notice of the Operational Offense, depending upon the urgency of the matter.
- 2) Contractor shall not be assessed any Liquidated Damages if Contractor's failure is as a result of any acts beyond its control, in accordance with but not limited by Section 29 (N) of the Contract ("Force Majeure").

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Contractor's Signature: _____

By: _____

Thomas F. Fayer III

[EXHIBIT CONTINUED ON NEXT PAGE]

I. OPERATIONAL OFFENSES RESULTING IN LIQUIDATED DAMAGE

A. Site Operations, Customer Service:

For the following operational offenses and violations, each occurrence may be assessed a liquidated damage at the rate of **\$200.00**.

- 1 Failure to follow details as stated in this Contract and the City-approved Operations Plan for the SWCC.
- 2 Failure, over three (3) instances, during any Contract Year to not timely service a SWCC customer. To be timely, Contractor must:
 - a) Greet a customer within thirty (30) seconds of arrival at the front of the line at the SWCC;
 - b) Record customer's data (name, address, materials delivered, etc.) within three (3) minutes of arrival at the front of the line if reasonably practical;
 - c) Ensure that no customer is subject to wait in line to be serviced for more than ten (10) minutes per visit if reasonably practical; and
 - d) Greet all customers to the Reuse Room within thirty (30) seconds of arrival, if reasonably practical, and explain the rules and self check-out process if the customer is a first-time visitor.
- 3 Each occurrence over one (1) during any Contract Year of any release of a reportable quantity of Hazardous Waste or other waste caused by Contractor. For purposes of this Exhibit, "release" shall mean failure to entirely confine the Hazardous Waste or other waste in an approved container suitable for that particular waste. This is in addition to the actual cost of clean-up, which shall be paid by Contractor.
- 4 Each occurrence over one (1) during any Contract Year of Contractor failing to clean-up any released Hazardous Waste or other waste immediately in accordance with this Contract and the City-approved Operations Plan. This is in addition to the actual cost of clean-up, which shall be paid by Contractor.
- 5 Each failure during any Contract Year, of Contractor not properly staffing the SWCC for each operational day as required by Section 3.21 Staffing.
- 6 For each occurrence, over two (2) instances during any Contract Year, of not being open and ready to operate during posted operational hours and not during unauthorized hours; this is in addition to any credit the City may receive as further set forth in **Exhibit C** (Compensation and Method of Payment), Section C.02.01.a of this Contract.
- 7 Each failure, over two (2) instances during any Contract Year, of not properly shutting down the SWCC at the end of each operational day (as defined in the Operations Plan and detailed in **Exhibit A**, Section 3.01.L). This includes, but is not limited to, properly closing and labeling all waste containers and packaging all waste accepted.
- 8 Each failure, over two (2) instances during any Contract Year, of failure to clean the SWCC as required in the Operations Plan and/or **Attachment II** (SWCC Contractor Facility Cleaning Obligations) of this Contract.

- 9 Each occurrence, over one (1) instance during any Contract Year, of damage to any City property, equipment, or landscaping that is not reimbursed, repaired, or scheduled for repair by Contractor within 30 days. This is in addition to the actual cost of repairs, which shall be paid by Contractor.
- 10 Each occurrence of discourteous behavior. For purposes of this Exhibit, discourteous behavior shall mean showing a lack of manners or consideration of others, including without limitation, not speaking to another in a polite and professional manner, failure to greet a customer upon entry to the facility or the Reuse Room, or using foul language of any kind.
- 11 Each failure to timely respond to a complaint and take corrective action.
- 12 Each failure, over three (3) instances during any Contract Year, to return/respond to a phone call, voicemail, or email within 24 hours of receiving the communication Sunday through Tuesday or by the end of the work day on Wednesday.
- 13 Each occurrence over five (5) instances during any Contract Year of any caller to the SWCC being placed on hold in excess of five minutes.
- 14 Failure to distribute to customers any public outreach pieces or informational brochures provided by the City.
- 15 Each failure, during any Contract Year, to perform any inspection required by this Contract, the SWCC Operations Plan, or any local, State or Federal regulation applicable to the operation of the SWCC.

B. Recordkeeping and Reporting:

If Contractor does not timely submit the required reports or documentation, or perform as required under the Contract, liquidated damages at the rate of **\$150.00 per occurrence may be assessed by City**; City may assess liquidated damages for each late day.

- 1 Monthly reports as required under this Contract (Section 3.03 Data Collection of Exhibit A Scope of Work).
- 2 Quarterly reports as directed by the City (Section 3.03 Data Collection of Exhibit A Scope of Work).
- 3 Annual reports in accordance with State and federal laws or permit requirements. For example: Timely complete the CalRecycle Form 303: Annual Reporting Household Hazardous Waste Collection Information or Annual Report (Section 3.03 Data Collection of Exhibit A Scope of Work) or timely provide data as requested by City if City chooses to complete these reports.
- 4 Each failure, during any Contract Year, to maintain complete and accurate records of all inspections required by this Contract, the SWCC Operations Plan, or any local, State or Federal regulation applicable to the operation of the SWCC.
- 5 Each failure, during any Contract Year, to perform any obligations set forth in the Contract not specifically stated above and not corrected or proceeding in good faith to correct within 24 hours upon notification by City.
- 6 Each failure, during any Contract Year, to promptly correct any item identified in an

inspections report performed by the Sacramento County Environmental Management Department as the Certified Unified Program Agency (CUPA) as requested by the County Enforcement Authority or Governmental agency and providing prompt documentation to the City that the correction has been performed within ten (10) days of the notice of correction or violation.

C. Site Operations on Shipment Days

For the following operational offenses and violations, each occurrence shall be assessed a liquidated damage at the rate of **\$200.00**.

1. Each event, during any Contract Year, of spilled materials during a shipment as a result of Contractor negligence while at the SWCC or for not properly reporting the spill to the City.
2. Each occurrence, during any Contract Year, of damage to a load caused by the negligence of Contractor that occurred during or in process of a shipment of waste that, in judgment of City, is not timely reimbursed or repaired by Contractor; this is in addition to the actual cost of repair.
3. Each failure, over two (2) instances during any Contract Year, to follow the requirements of the Operations Plan related to shipment procedures.
4. Each failure to ship waste to the designated TSDF.
5. Each incident that a container of waste is "lost" and cannot be located.
6. Each occurrence, over three (3) instances, during any Contract Year that a container of waste is shipped without meeting the minimum container volumes/quantities set forth in **Attachment V**.
7. Each occurrence, over one (1) instance, during any Contract Year, for failure to cooperate with another T&D contractor, City vendor, and/or City employee or representative. For purposes of this Contract, failure to cooperate shall mean any disputes that are formally raised to the City and result in the City making the final determination for resolution (this is at the City's sole discretion).

D. Recordkeeping and Reporting

For the following operational offenses and violations, each occurrence shall be assessed a liquidated damage at the rate of **\$150.00**; each day shall be considered a separate occurrence and City may assess liquidated damages for each late day.

1. Failure to provide proper manifests, bills of lading, or load tickets for materials removed from the SWCC within 14 calendar days of the request for information from the City or City's designee.
2. Failure to otherwise perform any obligations related to the transportation and final disposal of waste, as required under this Contract, and not corrected or proceeding in good faith to correct within 24 hours upon notification by City.
3. Each failure to report and/or correct a manifest error or discrepancy including, but not limited to, significant differences in container weight for bulk waste (greater than 10 percent), any variation in piece count for batch waste, or incorrectly specified waste types.

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal

counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Contractor:

City:

Initial Here: TFJ

Initial Here: _____

By: Thomas J. J. J.

By: _____

counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Contractor:

City:

Initial Here: SPH

Initial Here: JS

By: Sharon E. Taylor, III

By: Jason Behrman



C-23-343

refer to

C-13-510

SIXTH AMENDMENT TO CONTRACTOR CONTRACT

CLEAN HARBORS ENVIRONMENTAL SERVICES INC.

THIS SIXTH AMENDMENT TO CONTRACTOR CONTRACT (“Sixth Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Clean Harbors Environmental Services, Inc., a California corporation (“Contractor”), and hereby amends the agreement entered into between the parties on November 13, 2013 as contract number C-13-510 (“Contract”), the First Amendment entered into between the parties on April 25, 2016 as contract number C-16-149 (“First Amendment”), the Second Amendment entered into between the parties on October 24, 2018 as contract number C-18-678 (“Second Amendment”), the Third Amendment entered into between the parties on June 17, 2019 as contract number C-19-337 (“Third Amendment”), and the Fourth Amendment entered into between the parties on February 27, 2020 as contract number C-20-107 (“Fourth Amendment”), and Fifth Amendment entered into between the parties on June 30, 2022 as contract number C-22-362 (“Fifth Amendment”). The Contract, First, Second, Third, Fourth and Fifth amendments are collectively referred to herein as the “Contract Document.”

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Contractor agree to as follows:

1. It is the intent of the City and Contractor to continue to be bound by all terms and conditions of the Contract Documents, all of which are expressly incorporated into this Sixth Amendment by this reference, except as expressly changed by this Sixth Amendment.
2. Section C.02.01 (Compensation Rates; Labor) of Exhibit C to the Fifth Amendment is hereby amended as follows:

Commencing July 1, 2023, the total monthly cost to operate the SWCC (“Basic Monthly Service”) shall be \$46,158.60 per month



City of Elk Grove

Clean Harbors Environmental Services Inc.

Re: Household Hazardous Waste Collection Facility Project

(Less SQG fees collected). This monthly fee includes compensation for all work to be completed by Contractor under this Contract unless expressly stated otherwise. Contractor shall be compensated monthly at the rate set forth in this section except that in no event shall the total compensation paid to Contractor for the full term of this Contract exceed the amount set forth in Section 3 of the Third Amendment.

3. For fiscal year 2023/2024, City and Contractor agree:

A. To replace **Exhibit C – Table 1 – Transportation and Disposal Rates** of the Contract, as amended by the Fifth Amendment, with the **Amended Exhibit C – Table 1 Transportation and Disposal Rates (FY 2023/2024)**, which is attached hereto and incorporated herein by reference; and

B. To replace **Exhibit C – Table 2 – Miscellaneous Services Rates** of the Contract, as amended by the Fifth Amendment, with the **Amended Exhibit C – Table 2 – Miscellaneous Services Rates (FY 2023/2024)**, which is attached hereto and incorporated herein by reference.

C. All other terms and conditions set forth in Exhibit C, as previously amended, remain unchanged.

4. The person or persons executing this Sixth Amendment on behalf of the Contractor warrant and represent that they have the authority to execute this Sixth Amendment on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

5. The Contract, prior written amendments executed by all Parties and this Sixth Amendment constitute the entire agreement between City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

5. Contractor and City agree and acknowledge that the provisions of this Sixth Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Sixth Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Sixth Amendment shall not be resolved against the drafting party.

[Signatures to follow on next page]



City of Elk Grove
Clean Harbors Environmental Services Inc.
Re: Household Hazardous Waste Collection Facility Project

AGREED to this 27 day of June, 2023, by the parties as follows.

Approved as to form: **CONTRACTOR**

By: _____
Attorney for Contractor

By: Thomas Fay
Thomas Fay, III, Technical Services Vice
President

Approved as to form: **CITY OF ELK GROVE**

By: Jonathan P. Hobbs
Jonathan P. Hobbs, City Attorney

By: [Signature]
Jason Behrmann, City Manager

Attest:

By: Jason Lindgren
Jason Lindgren, City Clerk

6/27/2023 | 8:05 AM PDT
Dated: _____



City of Elk Grove

Clean Harbors Environmental Services Inc.

Re: Household Hazardous Waste Collection Facility Project

**AMENDED EXHIBIT C – TABLE 1
TRANSPORTATION AND DISPOSAL RATES (FY 2023/2024)**

[Attached on Next Page]

Form 1 Transportation and Disposal Contractor Disposal Pricing Sheet (Required for all Bidders (potential T&D Contractors))

Include the Waste Management Method (WMM) and Handling/Packaging Method (HM) to be used for each Waste Category. **If a particular waste category, container size, or packaging method is not used by your operations, please do not provide a price for this particular category.** If more than one WMM or HM may be used, please add additional lines as necessary. Pricing is to be based on the current market and the turnkey price should include the cost of the container used to ship the waste (drums, boxes, buckets etc) which shall be provided to the Onsite Contractor. Pricing is Transportation and Disposal inclusive of the required label, manifest and shipping container. Indicate if a Waste Profile is required for any waste type. If there is a weight overage cost per pound then indicate that as well. Reconditioned drums are acceptable.

Please define the size of the meter box you will use: Length 36" x Width 36" x Height 36" for each waste type.

<i>Waste Category & WCC</i>	<i>WMM*</i>	<i>HM**</i>	<i>Meter Box/Pak</i>	<i>85 gallon drum</i>	<i>55-Gallon Drum</i>	<i>30-Gallon Drum</i>	<i>Other size/type(15 gal)</i>	<i>10 gal Drum</i>	<i>5-Gallon Pail/Bucket</i>	<i>Cost Per Item</i>	<i>Cost Per Pound***</i>
Flammable Solids - LPTN	DI	Loose Pack	514.01	490.20	250.34	193.28	159.52	156.01			
Flammable Liquids - LFB1	FT or DI	Lab-pack		428.48	208.41	161.83	132.74	130.40	73.36		
Bulked Flammable Liquids - FB1	FT or DI	Bulk		133.36	91.98	91.98					
Oil-base Paint & Related - LPTP(LO) & FB2 (BU)	R	Paint care	404.03	324.84	152.52						
Poison Solids - LCCR	DI	Lab-pack	617.10	482.05	211.02	183.97	151.36	149.04	82.67		
Poison Liquids- LCCR	DI	Lab-pack		482.05	211.02	183.97	151.36	149.04	82.67		
Reactives - LRCT	DI	Lab-pack				308.55	250.34	248.00	131.56		
Inorganic Acid - LCCR	DI	Lab-pack		482.05	189.38	170.00	140.88	138.56	76.85		
Organic Acid -LCCR	DI	Lab-pack		482.05	189.38	170.00	140.88	138.56	76.85		
Inorganic Base - LCCR	DI	Lab-pack		482.05	189.38	170.00	140.88	138.56	76.85		
Organic Base - LCCR	DI	Lab-pack		482.05	189.38	170.00	140.88	138.56	76.85		
Neutral Oxidizer - LCCRO	DI	Lab-Pack		565.87	302.73	232.86	190.95	187.46	102.46		
Organic Peroxide - LRCTO	DI	Lab-pack				308.55	250.34	248.00	131.56		
Oxidizing Acid - LCCR	DI	Lab-pack		565.87	302.73	232.86	190.95	187.46	102.46		
Oxidizing Base - LCCRO	DI	Lab-pack		565.87	302.73	232.86	190.95	187.46	102.46		

<i>Waste Category & WCC</i>	<i>WMM*</i>	<i>HM**</i>	<i>Meter Box/Pak</i>	<i>85 gallon drum</i>	<i>55-Gallon Drum</i>	<i>30-Gallon Drum</i>	<i>Other size/type(15 gal)</i>	<i>10 gal Drum</i>	<i>5-Gallon Pail/Bucket</i>	<i>Cost Per Item</i>	<i>Cost Per Pound***</i>
Ammonium Nitrate Fertilizers - CAXI	DI	Lab-Pack		605.46	330.66	252.66	206.08	203.75	90.82		
PCB-Containing Paint - DH3	DI	LO		1066.54	676.49	578.68	458.75		210.75		
Other PCB Waste - CHSI	DI	BU or LO			676.49						
Corrosive Aerosols - LCCRQ	DI	Loose-pack		490.20	250.34	193.28	159.52	156.01	86.15		
Flammable Aerosols - LCCRQ	DI	Loose-pack		490.20	250.34	193.28	159.52	156.01	86.15		
Poison Aerosols - LCCRQ	DI	Loose-pack		490.20	250.34	193.28	159.52	156.01	86.15		
Antifreeze - B35	R	Bulk			163.01					1.25 per gal bulk	
Latex Paint (Recyclable) -	R	Paint care									
Latex Paint (Non-recyclable)	<i>Note pack with Non RCRA liquids</i>										
Lead Acid Batteries (Auto) - LBLA	R	Palletize									no charge
Motor Oil - A31	R	bulk per gal									no charge
Oil filters - COF	R	Loose-pack		313.20	156.01	188.61	164.18		54.72		
Mercury - LCHG4	R	Lab-pack							423.83		
Mercury-containing Devices - LCHG2	R	Loose-pack			1871.13	1408.86	1130.59	1128.27	571.70		
Fluorescent Light Tubes (intact) - CFL1	R	Loose-pack									\$0.14/linear foot
Fluorescent Light Tubes (broken) - CFL9	R	Loose-pack			798.75	624.10	532.11		246.84		
Compact Fluorescent Lights - CFL8	R	Loose-pack									\$3.78
Misc. Mercury bulbs - CFL2	R	Loose-pack								\$0.75 each	

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Low pressure sodium lamps - CFL5	R	Loose-pack								\$0.75 each	
UV Lamps- CFL6	R	Loose-pack								\$5.82 each	
Household Batteries - Alkaline - LBD1	R	Loose pack			614.78						
HH Batteries - Lead Acid - LBLA	R	Loose pack									no charge
HH Batteries - Nickel-Cadmium - LBD2	R	Loose pack			431.97						
HH Batteries - Mercury - LCHG3	R	Loose pack									\$6.73
HH Batteries - Lithium - LBBGB	R	Loose pack								\$116.43 per 2g box	
Electronic Ballasts - D80B	R or DI	Bulk or LO									\$1.40
Broken Lead Acid batteries- LBLA	R or DI	Lab pack								\$0.60/lb; \$87.55/5 gal min \$128.75/16 min \$159.65/30 min \$211/55 min	
Solar Panels- CCSM	LF	PA								\$1.08/lb; \$736.45/Pallet min	
Medical Sharps - D20X	DI	Loose pack			162.32						
Pharmaceutical Waste, Non-Haz - RXNH	DI	Loose pack			189.38	183.97	151.36	149.04	82.67		
Contaminated PPE-CCRK	DI	Loose-pack			211.02						
Class 9 Non-RCRA Solids - LCCRN	DI	Lab pack	752.18	472.73	238.68	183.97	151.36	151.36	82.67		
Class 9 Non-RCRA Liquids - LCCRN	DI	Lab pack	752.18	472.73	238.68	183.97	151.36	151.36	82.67		
Class 9 Non-RCRA Solids - LLF	LF	Lab pack	752.18	472.73	238.68	183.97	151.36	151.36	82.67		

<i>Waste Category & WCC</i>	<i>WMM*</i>	<i>HM**</i>	<i>Meter Box/Pak</i>	<i>85 gallon drum</i>	<i>55-Gallon Drum</i>	<i>30-Gallon Drum</i>	<i>Other size/type(15 gal)</i>	<i>10 gal Drum</i>	<i>5-Gallon Pail/Bucket</i>	<i>Cost Per Item</i>	<i>Cost Per Pound***</i>
Class 9 Non-RCRA Liquids - LLF	LF	Lab pack	752.18	472.73	238.68	183.97	151.36	151.36	82.67		
Asbestos - CNIA	LF	Bagged	494.84	357.45	159.52	124.58	103.62	103.62	58.22		
Propane Cylinders - LCY1	R	PA or LO								\$1.29/ gallon for 5+ gallon propane tanks; \$103.89/ 55 gallon drum for 1lb propane cylinders	
Helium Tanks - LCY4	R	PA or LO								CYLE \$29.10 ea CYSM \$110.61 e CYME \$145.54 e CYLG \$174.65 e CYXL \$291.09 e	
Oxygen Tanks - LCY4	R	PA or LO								CYLE \$29.10 ea CYSM \$110.61 e CYME \$145.54 e CYLG \$174.65 e CYXL \$291.09 e	
Corrosive Cylinders- LCY5	R or DI	PA or LO								CYLE \$145.54 e CYSM\$291.09 e CYME\$436.63 e CYLG\$756.83 e CYXL\$1106.14 e	
Flammable Cylinders- LCY6										CYLE \$145.54 e CYSM\$291.09 e CYME\$436.63 e CYLG\$756.83 e CYXL\$1106.14 e	
Toxic Cylinders- LCY7										CYLE \$465.75 e CYSM\$553.07 e CYME\$815.05 e CYLG\$1280.78e CYXL\$1746.54 e	

Waste Category & WCC	WMM*	HM**	Meter Box/Pak	85 gallon drum	55-Gallon Drum	30-Gallon Drum	Other size/type(15 gal)	10 gal Drum	5-Gallon Pail/Bucket	Cost Per Item	Cost Per Pound***
Toxic Corrosive Cylinders- LCY8										CYLE \$465.75 e CYSM\$640.39 e CYME\$960.05 e CYLG\$1397.23e CYXL \$2212.29e	
Reactive Cylinders- LCY9										CYLE \$553.07 e CYSM\$809.23 e CYME\$1158.52e CYLG\$1513.67e CYXL \$2212.29e	
Covered Electronic Devices -ECEW	R	PA or LO									no charge
Electronic Devices - EEE	R	PA or LO									\$0.23
Fire Extinguishers - LCY2	R	PA or LO								\$0.97/lb	
Freon/Refrigerant- LCY2	R	LO								CYLE \$29.10 ea CYSM \$87.32 e CYME \$116.43 e CYLG \$137.66 e CYXL \$203.75 e	
Fusees - CAXI	DI	LP							90.82		
Mop Water- A22K	DI	Drum			250.34						
Thin-walled freon aerosols- LCCRQ	R	LO		490.20	250.34	193.28	159.52	156.01	86.15		

* **Waste Management Method** - R=Recycle, FT=Fuels Treatment, DI=Destructive Incineration, ST=Stabilization, NE= Neutralization, LF=Landfill

** **Handling Method** - BU=Bulk, LP=Lab Pack, LO=Loose Pack, PA=Palletize, TB=Tubskid (note: if different then identified in column)

*** **Use 8.5 pound/gallon** conversion factor. **Automotive batteries = 40 pounds** each.

**** Identify any need for a 85 or 10 gallon drum and their rate.

¹ indicates use of a co-pak box rather than a drum for outer packaging.



City of Elk Grove

Clean Harbors Environmental Services Inc.

Re: Household Hazardous Waste Collection Facility Project

AMENDED EXHIBIT C – TABLE 2

MISCELLANEOUS SERVICES RATES (FY 2023/2024)

[Attached on Next Page]



Table 2 - Miscellaneous Services Rates

Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$67.62
Field Technician Overtime	HR	\$101.43
Field Technician Doubletime	HR	\$135.24
Equipment Operator	HR	\$84.81
Equipment Operator, Overtime	HR	\$127.22
Equipment Operator, Double Time	HR	\$169.64
Foreman	HR	\$87.11
Foreman Overtime	HR	\$130.68
Foreman Doubletime	HR	\$174.23
Field Inspector	HR	\$93.99
Field Inspector Overtime	HR	\$140.98
Field Inspector Doubletime	HR	\$187.98
Chemist	HR	\$110.05
Chemist Overtime	HR	\$165.06
Chemist Doubletime	HR	\$220.09
Mechanic	HR	\$114.62
Mechanic, Overtime	HR	\$171.93
Mechanic, Double Time	HR	\$229.24
Supervisor	HR	\$118.06
Supervisor, Overtime	HR	\$177.09
Supervisor, Double Time	HR	\$236.13
Lead Chemist	HR	\$139.84
Lead Chemist Overtime	HR	\$209.75
Lead Chemist Doubletime	HR	\$279.68
Coordinator / Job Consultant	HR	\$150.16
Coordinator / Job Consultant, Overtime	HR	\$225.25
Coordinator / Job Consultant, Double Time	HR	\$300.33
Site Safety Officer	HR	\$162.77
Site Safety Officer, Overtime	HR	\$244.15
Site Safety Officer, Double Time	HR	\$325.54
TECHNICAL PERSONNEL		
Senior Mechanical Technician	HR	\$104.31
Senior Mechanical Technician Overtime	HR	\$156.47
Senior Mechanical Technician Doubletime	HR	\$208.62
Associate Engineer	HR	\$108.89
Associate Engineer, Overtime	HR	\$163.34
Associate Engineer, Doubletime	HR	\$217.79



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Welder	HR	\$114.62
Welder Overtime	HR	\$171.93
Welder Doubletime	HR	\$229.24
Designer	HR	\$120.35
Designer Overtime	HR	\$180.53
Designer Double time	HR	\$240.71
Field Engineer/Scientist/Geologist	HR	\$122.64
Field Engineer/Scientist/Geologist Overtime	HR	\$183.96
Field Engineer/Scientist/Geologist Doubletime	HR	\$245.29
Wastewater Treatment Operator	HR	\$123.80
Wastewater Treatment Operator, Overtime	HR	\$185.70
Wastewater Treatment Operator, Doubletime	HR	\$247.60
Senior Engineer/Scientist/Geologist	HR	\$137.55
Senior Engineer/Scientist/Geologist Overtime	HR	\$206.32
Senior Engineer/Scientist/Geologist Doubletime	HR	\$275.11
Professional Engineer/LSP	HR	\$144.43
Professional Engineer/LSP Overtime	HR	\$216.65
Professional Engineer Doubletime	HR	\$288.87
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$79.09
On Site Administration, Overtime	HR	\$118.63
On Site Administration, Double Time	HR	\$158.17
Project Manager	HR	\$144.43
Project Manager Overtime	HR	\$216.65
Project Manager Doubletime	HR	\$288.87
Emergency Response Coordinator	HR	\$150.16
Emergency Response Coordinator, Overtime	HR	\$225.25
Emergency Response Coordinator, Double Time	HR	\$300.33
General Manager	HR	\$194.86
General Manager, Overtime	HR	\$292.29
General Manager, Doubletime	HR	\$389.73
PER DIEM / SUBSISTENCE		
Overtime Meals	EA	\$45.845
Per Diem / Subsistence	DAY	\$234.974
SUPPORT EQUIPMENT		
15 Gal HEPA Vacuum	DAY	\$197.15
150,000 BTU Portable Heater	DAY	\$311.78
2 CU YD self dumping hopper	DAY	\$4.923



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$90.547
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$30.941
300 - 500 Gal Poly Storage Tank	DAY	\$48.142
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$110.035
Air Compressor 175-185 CFM	DAY	\$300.31
Air Compressor 8-10 CFM	DAY	\$138.69
ATV, 4X4 or 4X6	DAY	\$419.53
Box Truck	HR	\$73.35
Carbon Filter System	DAY	\$285.41
Communications Package	DAY	\$57.28
Decontamination Trailer	DAY	\$209.76
Dewatering Box	DAY	\$197.152
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$84.82
Dump Truck, 10 Wheel	HR	\$91.70
Emergency Response Van	HR	\$90.54
Frac Tank 20,000 Gal	DAY	\$185.699
Frac Tank, Double Walled	DAY	\$222.367
Generator - 12K Watt	DAY	\$286.56
Generator - 4,000 Watt	DAY	\$159.32
Generator - 5,000 Watt	DAY	\$179.96
Generator - 8,000 Watt	DAY	\$209.75
Halogen Spotlight	DAY	\$120.35
Incident Command Unit	DAY	\$1797.36
Intermodal Container	DAY	\$36.678
Intrinsically Safe Drop Light	DAY	\$120.35
Light Stand	DAY	\$120.35
Light Tower w/Generator	DAY	\$599.49
Office Trailer	DAY	\$131.81
On-site Van Trailer (Tractor not included)	DAY	\$230.40
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$200.59
Personnel Staging Tent, 20' x 30'	DAY	\$171.938
Pickup/Van/Car/Crew Cab	HR	\$24.07
Portable Boiler	DAY	\$1043.11
Rolloff Container with Tarp & Bows	DAY	\$22.928
Rolloff Straightjob	HR	\$93.98
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$34.381
Secondary Containment Unit	DAY	\$46.989
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$77.95



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Spill Trailer	DAY	\$223.52
Stake Body/Utility Truck	HR	\$42.40
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$521.55
Tractor Only, No Trailer	HR	\$68.77
Tractor w/Box Van	HR	\$91.70
Tractor w/Dump Trailer	HR	\$97.42
Tractor w/Flatbed/Lowbed Trailer	HR	\$93.98
Tractor w/Liquid Transporter	HR	\$111.18
Tractor w/Rolloff Trailer	HR	\$93.98
Traffic Cone/Barricade Unit	DAY	\$1.72
Utility / Support Trailer	DAY	\$223.52
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$359.92
Vacuum Box, Watertight	DAY	\$124.939
SAFETY EQUIPMENT		
14in Neoprene Gloves	PAIR	\$14.89
14in Nitrile Gloves	PAIR	\$14.89
16oz Eyewash	EA	\$25.21
2 Man Breathing System	DAY	\$330.11
4 Man Breathing System	DAY	\$419.53
Acid Cartridges	PAIR	\$33.22
Asbestos Cartridges	PAIR	\$34.38
Bottled Water / Stress Relief	CA	\$28.65
Breathing Air Bottle Refill	EA	\$34.38
Breathing Air Hose, 100ft	DAY	\$120.35
Chemrel Suit, Level C	EA	\$91.70
Chlorine Cartridges	PAIR	\$33.22
Cotton Winter Glove Liners	PAIR	\$6.88
Cut Resistant Gloves	PAIR	\$33.22
Disposable Boot Covers (Chicken Boots)	PAIR	\$14.31
Earplugs	PAIR	\$2.19
Eyewash Station	DAY	\$60.74
Face/Splash Shield	EA	\$25.21
First Aid Kit, 25 Person	EA	\$95.14
Gloves - 12 in PVC	PAIR	\$12.60
Gloves - 18 in PVC	PAIR	\$13.86
Gloves - Leather	PAIR	\$9.16
Kappler CPF1 Suit (Blue)	EA	\$38.96
Kappler CPF2 Suit (Grey)	EA	\$64.18



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$107.73
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$183.40
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$145.56
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$151.29
Latex Gloves	BOX	\$14.89
Latex Gloves	PAIR	\$7.22
Level A w/ResponderPlus Suit/Changeout	EA	\$1088.95
Level B w/CPF2 or Polytyvec/Changeout	EA	\$229.24
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$286.56
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$343.87
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$68.77
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$85.97
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$137.54
Mercury Cartridges	PAIR	\$61.89
Modified Level D (Tyvek, Gloves and Boots)	EA	\$34.38
MSA Chemical Cartridge	EA	\$34.38
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$300.31
Nomex Suit and Hood	EA	\$63.03
Non Steel Toe Chest Waders - Purchased	PAIR	\$257.90
Organic Vapor Cartridges (No Dust)	PAIR	\$33.22
Organic Vapor/Dust Combination Cartridges	PAIR	\$58.45
Polycoated Rain Gear, 22mil	EA	\$20.63
Puncture Resistant Gloves	PAIR	\$38.96
Respirator, Full Face	DAY	\$36.67
Self Contained Breathing Apparatus (SCBA)	DAY	\$300.31
Silver Shield Gloves	PAIR	\$38.96
Steel Toe Hip Boots - Purchase	PAIR	\$183.40
Steel Toe Knee Boots	PAIR	\$91.69
Tyvec, Polycoat HD/BT	EA	\$20.63
Tyvec, Saranex	EA	\$65.32
Tyvec, White	EA	\$25.21
HIGH PRESSURE WATER BLASTING EQUIPMENT		
10,000 PSI - 150 GPM - HP Pump (1000)	HR	\$81.39
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$81.39
10,000 PSI - 70 GPM - HP Pump (500)	HR	\$81.39
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$155.89
20,000 PSI - 30 GPM - HP Pump (350, 405)	HR	\$155.89
20,000 PSI - 37 GPM - HP Pump (500)	HR	\$155.89



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$189.12
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$189.12
High Pressure Blaster - 10,000 PSI 150 HP (30 GPM)	HR	\$81.39
High Pressure Blaster - 10,000 PSI 550 HP (80 GPM)	HR	\$185.69
High Pressure Blaster - 20,000 PSI 150 HP (12 GPM)	HR	\$155.89
High Pressure Blaster - 20,000 PSI 300 HP (10-20 GPM)	HR	\$155.89
High Pressure Blaster - 40,000 PSI 200 HP (6GPM)	HR	\$189.12
HIGH PRESSURE WATER BLASTING - AUXILIARY EQUIPMENT		
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$97.42
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$114.62
2-D Rotating Nozzle	HR	\$74.49
2000psi Pressure Washer	DAY	\$124.93
2500psi Hot Water Pressure Washer	DAY	\$390.88
2500psi Pressure Washer	DAY	\$135.25
3000psi Hot Water Pressure Washer	DAY	\$431.00
VACUUM EQUIPMENT		
High Powered Vacuum Truck/Cusco	HR	\$170.79
Skid Mounted Vacuum System	HR	\$77.95
Tractor w/Vacuum Trailer	HR	\$118.06
Vacuum Truck, Straight	HR	\$96.28
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$170.79
PUMPING/TRANSFERRING PUMPS		
Drum Loader	DAY	\$197.15
Drum Vacuum, Pneumatic	HR	\$36.67
Pump - Centrifugal, 2 in	DAY	\$126.08
Pump - Centrifugal, 4 in	DAY	\$176.52
Pump - Diesel Lister, 3 in	DAY	\$176.52
Pump - Double Diaphragm, 1 in	DAY	\$111.18
Pump - Double Diaphragm, 2 in	DAY	\$157.03
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$208.61
Pump - Double Diaphragm, 3 in	DAY	\$176.52
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$230.40
Pump - Double Diaphragm, 4 in	DAY	\$243.00
Pump - Electric Drum	DAY	\$124.86
Pump - Electric Submersible, 2 in	DAY	\$98.58
Pump - Electric Submersible, 3 in	DAY	\$124.93
Pump - Electric Submersible, 4 in	DAY	\$182.24



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Pump - Hale, 2 in	DAY	\$124.93
Pump - Hand	DAY	\$40.10
Pump - Hydraulic Sludge, 6 in	DAY	\$621.27
Pump - Hydraulic Transfer, 4 in	HR	\$40.10
Pump - Hydraulic Transfer, 6 in	HR	\$300.31
Pump - Trash, 4 in	DAY	\$326.68
CHEMICAL CLEANING EQUIPMENT		
Chemical Cleaning Unit	HR	\$131.81
FILTRATION SERVICES		
Filter Bags - 25 Micron Nominal	EA	\$10.31
AUXILIARY EQUIPMENT - CHEMICAL CLEANING AND FILTRATIONS		
Replacement Gasket - 3 in.	EA	\$8.01
Replacement Gasket - 8 in.	EA	\$18.34
CHEMICAL PRICING - INDUSTRIAL CLEANING		
142 Solvent	GAL	\$12.60
Antifreeze, Concentrate	GAL	\$6.64
Antiviral Disinfectant Solution	GAL	\$51.57
Capsur	GAL	\$194.86
Cirtic Acid Solution, 15%	GAL	\$8.01
Citrus Cleaner Degreaser	GAL	\$69.91
Hydrated Lime, 50 lb / 23 kg	BAG	\$9.16
Hydrochloric Acid	LBS	\$4.12
Penetone Degreaser	GAL	\$37.82
Pink Stuff Degreaser	GAL	\$25.21
Sanimate Degreaser	GAL	\$25.21
Simple Green Degreaser	GAL	\$38.96
Soda Ash, 100 lb / 45 kg	BAG	\$59.59
Sodium bisulfate 50 lb / 23 kg	BAG	\$138.69
Sodium Hypochlorite, 15% (Bleach)	GAL	\$10.31
MARINE RESPONSE EQUIPMENT		
Airboat, Single Engine	DAY	\$1375.52
Airboat, Twin Engine	DAY	\$4011.95
Boat/Workskiff without Motor	DAY	\$162.76
Brush Skimmer	DAY	\$917.01
Containment Boom - 10" Per Foot Per Day	FT	\$2.03
Containment Boom - 18" Per Foot Per Day	FT	\$2.28
Containment Boom - 24" Per Foot Per Day	FT	\$2.94



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Containment Boom - 36" Per Foot Per Day	FT	\$3.29
Drum Skimmer (24in-36in)	DAY	\$718.71
Hydraulic Power Pack for Skimmer	DAY	\$252.17
Landing Craft (LCM), 26ft-29ft	DAY	\$1088.95
Landing Craft (LCM), 30ft-34ft	DAY	\$1375.52
Landing Craft (LCM), 35ft-45ft	DAY	\$2063.29
Landing Craft (LCM), 46ft-75ft	DAY	\$5502.10
PFD Deck Suit	EA	\$774.87
PFD Life Vest	DAY	\$29.80
PFD Safety Light	EA	\$33.22
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$90.54
Power Barge Boat, 26ft-30ft	DAY	\$1260.89
Power Barge Boat, 30ft-42ft	DAY	\$2292.54
Power Workboat, Fast Response, 12-14ft	DAY	\$341.57
Power Workboat, Fast Response, 15-17ft	DAY	\$408.07
Power Workboat, Fast Response, 18-22ft	DAY	\$683.17
Power Workboat, Fast Response, 23-26ft	DAY	\$859.69
Power Workboat, Fast Response, 27-36ft	DAY	\$1088.95
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$899.81
Rotating Disc Skimmer Unit	DAY	\$935.36
Skim Pack Skimmer	DAY	\$185.69
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$745.08
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1002.98
Skimmer, Duck Bill	DAY	\$32.09
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6275.85
Skimming Vessel Belt Drive Replacement	EA	\$1492.44
Skimming Vessel Belt-light oil pads (Set of 4)	EA	\$868.87
Underwater ROV	DAY	\$1438.57
Weir Skimmer Unit	DAY	\$198.30
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$204.03
Bailer & Sampling Equipment	DAY	\$68.77
Draeger Air Monitoring Pump	DAY	\$90.54
Explosion/Oxygen Meter	DAY	\$144.42
Geiger Counter Meter	DAY	\$179.96
Geoprobe	DAY	\$261.35
Hydrogen Cyanide Meter	DAY	\$149.01
Hydrostatic Tester	DAY	\$131.81



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Interface Probe	DAY	\$144.42
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$588.02
Mercury Vapor Analyzer	DAY	\$300.31
Particulate Meter, Mini Ram or equivalent	DAY	\$144.42
Personal Air Pump Meter	DAY	\$68.77
pH Meter	DAY	\$68.77
PID Meter	DAY	\$144.42
Well Purging/Sampling Pump	DAY	\$68.77
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$42.40
Hose - Chemical, 3 in X 20 ft	DAY	\$58.45
Hose - Chemical, 4 in X 20 ft	DAY	\$76.78
Hose - Flex ADS, 6 in, per ft	FT	\$4.01
Hose - Flex, 4 in, per ft	FT	\$3.15
Hose - Lay Flat, 4 in X 25 ft	DAY	\$68.77
Hose - Lay Flat, 6 in X 25 ft	DAY	\$90.54
Hose - Suction, 2 in X 25 ft	DAY	\$35.53
Hose - Suction, 3 in X 25 ft	DAY	\$48.14
Hose - Suction, 4 in X 25 ft	DAY	\$68.77
Hose - Suction, 6 in X 25 ft	DAY	\$99.72
Wash Hose, 1/2in x 50ft	DAY	\$19.47
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$90.54
Bobcat Loader/Mini Excavator	HR	\$84.81
Dozer, <100 HP	DAY	\$779.46
Excavator, 20-30 Ton	HR	\$114.61
Fork Attachment for Bobcat Loader	DAY	\$66.48
Loader, 2-3 Yard Bucket	HR	\$88.26
Sweeper Attachment for Bobcat Loader	DAY	\$162.76
PNEUMATIC POWER TOOLS		
Jackhammer, 40Lb	DAY	\$74.49
Jackhammer, 60Lb	DAY	\$93.98
Jackhammer, 90Lb	DAY	\$112.33
Pneumatic Chipping Gun	DAY	\$120.35
Steel Nibbler, Pneumatic	DAY	\$150.16
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$139.83
Chain Saw	DAY	\$139.84



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
SPECIALTY EQUIPMENT		
Antiviral Disinfectant Fogger	DAY	\$200.59
Auger, Manual	DAY	\$74.18
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$417.24
Cutting Torch/Acetylene Torch	DAY	\$137.54
DBI/Rogliss Tripod	DAY	\$74.49
Digital Camera	DAY	\$98.58
Drum Crusher, Portable	DAY	\$521.55
Electric Blower	DAY	\$99.72
Explosion Proof Pneumatic Fan Blower	DAY	\$99.72
Fiber Optic Camera	HR	\$66.48
Fiber Optic Camera Truck	HR	\$170.79
Forklift, 2,000Lb Capacity	DAY	\$479.13
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$515.81
Plasma Cutting Torch	DAY	\$271.66
Sand Blaster and Hose	HR	\$33.23
Transit Set	DAY	\$143.28
Walk Behind Concrete Saw	DAY	\$261.35
DOT SHIPPING CONTAINERS*		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$93.98
10 Gal / 40 Litre Fiber Drum	EA	\$45.84
110 Gal Steel Drum, New 1A2/Y400S	EA	\$575.41
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$521.55
16 Gal / 70 L Closed Poly Drum	EA	\$69.91
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$73.35
16 Gal Fiber Drum	EA	\$33.22
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.46
20 Gal / 80 Litre Fiber Drum	EA	\$38.96
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$114.61
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$89.40
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$107.73
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$102.01
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$58.45
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$96.27
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$127.23
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$91.70
4ft Fluorescent Tube Box 4G/Y275	EA	\$28.65
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$33.22



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$38.96
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$25.21
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$38.96
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$25.21
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$50.42
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$75.65
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$288.85
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$114.61
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$112.33
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$111.18
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$64.18
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$154.74
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$170.78
55 Gal / 205 Litre Steel Drum Heavy Gauge 1A2/1.5/100 (17-C)	EA	\$157.03
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$126.08
55 Gal/205 Litre Steel Drum Poly Line 6HA1/X1.5/280 (6D/37M)	EA	\$214.34
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$223.52
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$263.63
8ft Fluorescent Tube Box 4G/Y275	EA	\$30.94
Asbestos Bag	EA	\$1.82
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$81.39
Drum Liners	EA	\$25.21
Drum Rings/Bolts/Gaskets	EA	\$33.22
Dump Trailer Poly Liner	EA	\$110.03
Filter/Liner for Filter Box	EA	\$408.07
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$176.52
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$114.61
Flexbin/Cubic Yard Box Liner	EA	\$33.22
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$69.91
Fluorescent Bulb Tubes, 4ft 125 bulb capacity	BOX3	\$69.91
Fluorescent Bulb Tubes, 4ft 150bulb capacity	BOX4	\$69.91
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$100.86
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	BOX3	\$100.86
Hazardous Waste Labels / Markings	EA	\$1.49
Labels - DOT Diamonds	EA	\$1.71
Pathological Waste Bag	EA	\$6.98
Poly Bags, 6mil, per Roll	EA	\$194.86
Poly Sheet, 6mil 20ft x 100ft	EA	\$131.81



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Vacbox Liner/Bladder	EA	\$882.61
Waste Wrangler	EA	\$214.34
ABSORBENT MATERIALS*		
Absorbent Boom, 3in x 4ft	EA	\$9.16
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$176.52
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$283.12
Absorbent Pad (101 Grade) 100/bale	BALE	\$145.56
Absorbent Roll, 38in x 144ft	EA	\$207.47
Absorbent Rug, 36in x 300ft	EA	\$343.87
Absorbent Sweep, 17in x 100ft	BALE	\$182.24
Activated Carbon for Water treatment systems	LBS	\$3.55
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$19.47
HGX Absorbent (Mercury absorbent)	LBS	\$22.92
Oil Snare, Loose in Bag	BOX	\$75.65
Oil Snare, on a Line, 50ft	EA	\$111.18
Poly Absorbent, 20 lb / 23 kg	BAG	\$120.35
Rags, 50 lb / 23 kg	BOX	\$69.91
Saw Dust, 20 lb / 9 kg	BAG	\$11.46
Speedi Dry	BAG	\$13.75
SPI Solidification Particulate (Oil Bond)	LBS	\$21.76
SPI Waterbond	LBS	\$18.34
Vermiculite 4 cuft	BAG	\$36.67
SAMPLING AND LAB SUPPLIES		
8oz Sample Jars	EA	\$16.04
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$44.69
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$33.22
Draeger Tube	EA	\$33.22
pH Paper, 1-14/Roll	EA	\$19.47
Sample Tube	EA	\$19.47
MARINE EQUIPMENT		
1/2in Poly Rope	FT	\$0.57
3/8in Poly Rope	FT	\$0.45
3/8in Unguarded Galvanized Chain	FT	\$8.01
Anchor, 18Lb	EA	\$157.03
HIGH HAZ		
Drum Tilter, Mechanical	DAY	\$197.15
Nitrogen Cylinder	DAY	\$75.65
Remote Drum Opener, Pnuematic	DAY	\$1366.35



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$85.97
Sample & Profile Approval Fee	EA	\$124.93
MISCELLANEOUS*		
1/2in Drill, Electric	DAY	\$49.28
1/2in Nylon Rope	FT	\$1.14
10in Flange/Ring Gasket	EA	\$21.76
12in Masonary Cutting Wheel Blade	EA	\$18.34
12in Metal Cutting Wheel Blade	EA	\$24.07
14in Flange/Ring Gasket	EA	\$25.21
16in Street Broom	EA	\$40.10
24in Floor Broom	EA	\$40.10
2in Flange/Ring Gasket	EA	\$6.88
3 Gal Pump Spray Bottle	EA	\$61.89
3/4in Drill, Rotary Hammer	DAY	\$104.31
3/8in Manilla Rope	FT	\$0.57
3/8in Manilla Rope Coil, 600ft	EA	\$189.12
3in Long Handle Scraper	EA	\$26.35
3in Scraper	EA	\$17.19
4in Flange/Ring Gasket	EA	\$10.66
Acetylene Bottle	EA	\$51.57
Carbide Blade	EA	\$16.38
Caution Tape/Roll	EA	\$64.18
Chemical Tape/Roll	EA	\$58.45
Circular Saw, Electric	DAY	\$68.77
Collection Jar for Mercury Vacuum	EA	\$50.42
Cutoff Saw (Demo)	DAY	\$150.16
Deck/Scrub Brush	EA	\$20.63
Disposable Hand Pump/Syphon Pump	EA	\$38.96
Duct Tape/Roll	EA	\$13.75
Dump Truck Tarp	EA	\$416.08
Electric Auger	DAY	\$84.81
Extension Cord, 50ft	EA	\$64.18
Fence Stakes	EA	\$10.42
Fence, SILT 100ft	EA	\$163.91
Filtration Bag for Mercury Vacuum	EA	\$33.22
Flat Shovel	EA	\$36.67
Garden Hoe	EA	\$34.38



Clean Harbors Emergency Response Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Garden Rake	EA	\$34.38
Hanby Soil Reagent/Sample	EA	\$64.18
Hand Cleaner	EA	\$37.82
Manhole Gasket	EA	\$95.14
Mercury Vacuum	DAY	\$236.13
Minimum Charge for ER or BioHaz Jobs	EA	\$2292.543
Misc. Handtools	DAY	\$38.96
Pitch Fork	EA	\$114.61
Plastic Shovel	EA	\$63.03
Reciprocating Saw (Sawzall), Electric	DAY	\$90.54
Rolloff Bow	EA	\$48.14
Rolloff Poly Liner	EA	\$89.40
Rolloff Tarp	EA	\$479.13
Safety Plan	EA	\$315.221
Sawzall Blade	EA	\$38.96
Sea Clean Degreaser, 5 Gal / 20 Litre	EA	\$95.14
Shrink Wrap	ROL	\$55.02
Small Sledge Hammer	EA	\$45.84
Snow Fence/Safety Fence, 100ft	EA	\$88.26
Spaded Shovel	EA	\$40.10
Spray Gel	GAL	\$35.53
Squeegee	EA	\$42.40
Wet Vacuum (Shop Vac)	DAY	\$49.29

MISCELLANEOUS

95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$309.48
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$307.19
Decon Pool, 10ft x 10ft	DAY	\$171.94
Decon Pool, 20ft x 100ft	DAY	\$515.81
Decon Pool, 25ft x 50ft	DAY	\$343.87
Rope Mop - 4" (Per Foot)	FT	\$34.38
Rope Mop - 9" (Per Foot)	FT	\$43.55
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$888.36

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A99X	EXPLOSIVES	LBS	\$8.65
Minimum Price \$4,202.40 per pallet			