City of Palo Alto Contract No. C08126154

GENERAL SERVICES AGREEMENT

HOUSEHOLD HAZARDOUS WASTE MANAGEMENT AND EMERGENCY RESPONSE SERVICES

THIS AGREEMENT made and entered into on the ____________, by and between the CITY OF PALO ALTO ("CITY"), and Clean Harbors Environmental Services, a Massachusetts corporation with offices located at 1030 Commercial Street, Suite 107, San Jose, CA 95112 (Phone) 408-451-5000 ("CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services ("Services") described in the Scope of Services, attached as Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

☐ "A" - Scope of Services
☐ "B" - Schedule of Performance (NOT USED)
☐ "C" - Compensation
☐ "D" - Insurance Requirements Certificate
☐ "E" - Discrimination Compliance Form
☐ "F" - Performance and/or Payment Bond (NOT USED)
☐ "G" - Liquidated Damages (NOT USED)

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM. The term of this Agreement is from July 1, 2008 to June 30, 2009, inclusive, and may be extended by the City for up to two (2) additional 12-month periods for a maximum of 36 consecutive months; subject to City of Palo Alto City Council’s annual approval of each current year’s budget and appropriation of funds; and to the provisions of Section R of the General Terms and Conditions. Compensation for additional terms is based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in Section E of the General Terms and Conditions. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term. CITY’s exercise of its right to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Scope of Services, attached as Exhibit A. Time is of the essence in this Agreement.

5. COMPENSATION. CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of three hundred eighty thousand dollars ($380,000.00) per year.

The City has set aside the sum of thirty eight thousand dollars ($38,000.00) for Additional
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Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR’s proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

6. INVOICING. Send all invoices to the CITY, Attention the Project Manager. The Project Manager is: Ron Arp Public Works Department, Operations Division, at 3201 East Bayshore Road, CA 94303 (Phone) 650-496-5930. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.
GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.

B. QUALIFICATIONS. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

D. SUBCONTRACTORS. CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.

E. COMPENSATION DURING ADDITIONAL TERMS. CONTRACTOR's compensation rates may be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 4 above, may be increased by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

F. TAXES AND CHARGES. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

G. COMPLIANCE WITH LAWS. CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY. CONTRACTOR shall, at its expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
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I. WARRANTIES. CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one (1) year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

J. MONITORING OF SERVICES. CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR’s work is completed in a satisfactory manner and complies with the provisions of this Agreement.

K. CITY’S PROPERTY. Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.

L. AUDITS. CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR’s records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

M. NO IMPLIED WAIVER. No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.

N. INSURANCE. CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best’s Key rating of A-VII or higher and which are otherwise acceptable to the City’s Risk Manager. The City’s Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City’s Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY’s Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY’s Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR’s liability or obligation to indemnify CITY under this Agreement.

O. HOLD HARMLESS. To the fullest extent permitted by law and without limitation by the provisions of section N. relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties,
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fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), to the extent caused by the negligent performance of or noncompliance with this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

P. NON-DISCRIMINATION. In the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR agrees to meet all requirements of Palo Alto Municipal Code, Chapter 2.30 pertaining to nondiscrimination in employment, including completing the Non-Discrimination Compliance Form, attached hereto as Exhibit E, and incorporated herein by this reference.

Q. WORKERS' COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California 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 certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

R. TERMINATION. The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. CONTRACTOR may terminate with one hundred twenty days (120) notice to the CITY. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination if for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

S. ASSIGNMENTS/CHANGES. This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.

T. CONFLICT OF INTEREST. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This contract shall be governed and interpreted by the laws of the state of California.
V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY CITY. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

APPROVED AS TO FORM:

______________________________
Senior Asst. City Attorney

APPROVED:

______________________________
Director of Administrative Services

CITY OF PALO ALTO

_x_ City Manager

_x_ Purchasing Manager

Clean Harbors Environmental Services

By: ____________________________
Name: William F. O'Connor
Title: Senior Vice President
(If corporation: President or Vice-President)

By: ____________________________
Name: Michael McDonald
Title: Assistant Clerk
(If corporation: Secretary or Treasurer)

Assistant (Clerk)

Taxpayer Identification No.

CU-2698999

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)
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EXHIBIT A

Scope of Services
Household Hazardous Waste Management and Emergency Response Services

A. HISTORY, OVERVIEW AND PURPOSE

1) History: Palo Alto’s Household Hazardous Waste (City’s HHW) program began in 1983 when Palo Alto became the second jurisdiction in the state to provide collection of household hazardous wastes to its residents in response to community concerns about toxic wastes in the environment. The objectives of the HHW program were to provide a point of contact for educating the public about the safe use, storage, disposal and alternatives to HHW products, and to help reduce the release of HHW to storm drains, landfill and the sanitary sewer. In 1986, the Tanner Bill (AB 2948) was passed requiring counties to establish hazardous waste management plans (Health & Safety Code 25135-25135.9). In 1987, the Greene Bill (SB 477) was passed requiring each City to either adopt a city hazardous waste management plan or incorporate the County’s plan into the City’s plan. In 1989, AB 939 was passed mandating that cities adopt and submit a HHW Element, a document that sets policies, objectives and programs for collection of HHW in compliance with state mandates. Palo Alto’s HHWE (June, 1991) evaluated HHW alternatives and selected the development of a permanent HHW facility to phase out the monthly collection events that were taking place during that time. At the time, since Palo Alto’s program predated the Santa Clara County’s program, and since Palo Alto had a mature well-run HHW program, Palo Alto decided to continue it’s own program instead of joining the County’s HHW Program.

2) Overview of Current Programs: Palo Alto currently provides a comprehensive program for the City’s HHW and universal waste management including:

- Monthly collection events for residents at the City’s Water Quality Control Plant (WQCP) parking lot;
- Curbside pickup of used motor oil and household batteries;
- A recycling center drop-off of oil, oil filters, antifreeze, household/vehicle batteries, electronics and fluorescent tubes;
- Door-to-door HHW pickup for physically limited residents;
- Public education and point of contact for proper disposal and alternatives to HHW;
- Selected HHW and CESQG wastes collected by the WQCP mostly related to wastewater contamination;
- HHW load checking and hazardous waste exclusion program to screen HHW at the landfill;
- Monthly conditionally exempt small quantity generator (CESQG) program; and
- Periodic special programs such as earth day battery collection events.
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EXHIBIT A

All of the City's programs combined collected a total of 616,844 lbs (308 tons) of HHW in FY 06/07. The City's monthly collection program (the main scope of this RFP) collected 312,000 pounds of HHW in FY 06/07, servicing 4,789 households for an 18.4% participation rate.

The City is in the process of expanding residential collection of HHW to a weekly appointment basis at a new hazardous materials storage locker recently installed at the entrance to the WQCP. Part of this scope of work will also be to accept and manage HHW dropped off by residents on a weekly basis from this location.

3) Purpose: The City is contracting with Clean Harbors Environmental Services (Clean Harbors) to operate the City's ongoing monthly and HHW program, CESQG Program, door-to-door HHW pickup for physically limited residents program, consolidation, packaging transportation and recycling of recycling center household batteries and fluorescent tubes, and staff the new weekly HHW drop-off program. Part of this scope of work also requires Clean Harbors to provide for 24-hour hazardous waste emergency spill response services.

The City shall negotiate extensions of this maximum three year long agreement with Clean Harbors on an annual basis. The continuation of this agreement and the extension of the agreement over the three-year period is subject to Clean Harbors' performance on the programs and the City of Palo Alto's allocation of funding for each fiscal year. The City reserves the right to increase, decrease or modify the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Program Manager.

B. SCOPE OF SERVICE

1) General Requirements: As stated above, Clean Harbors’ scope of this work shall be to operate the City’s ongoing periodic monthly and weekly HHW program, a CESQG Program, a door-to-door HHW pickup for physically limited residents program, and consolidation, packaging transportation and recycling of recycling center household batteries and fluorescent tubes. Part of this scope of work also requires Clean Harbors to provide for 24-hour hazardous waste emergency spill response services.

Clean Harbors shall collect and package all HHW and universal wastes for transportation to state approved Treatment, Storage, and Disposal Facilities (TSDFs). Clean Harbors shall perform all services related to this scope of work in compliance with Title 22 of the California Code of Regulations (CCR), Permit by Rule conditions, applicable California Health and Safety Code requirements, CCR Title 8 (Cal OSHA) and Code of Federal Regulations Title 49 (DOT) sections as well as any other federal, state or local regulations relating to HHW collection, transportation and disposal activities.
Clean Harbors shall designate a Project Coordinator to act as a contact for the coordination and execution of the Clean Harbors' activities. The Project Coordinator shall be authorized to act on behalf of the Clean Harbors in all matters pertaining to the contract and shall have sufficient knowledge of all aspects of Clean Harbors' business and the requirements of this contract.

Clean Harbors shall be expressly designated by the Parties hereto as the transporter of, and the arranger for the disposal of all wastes to be transported, managed and disposed of under this contract. Upon Clean Harbors acceptance of wastes identified for removal, transportation, management and disposal under this contract, Clean Harbors shall undertake title to, and ownership of, including risk of loss and all other incidents of ownership of such wastes.

Clean Harbors shall be responsible for preparing and maintaining any and all necessary plans, licenses or other mandatory documents as required by federal, state or local laws, regulations, and ordinances, including but not limited to, health and safety plans, contingency plans and site operations plans. The City shall provide such reasonable assistance to Clean Harbors as it may request. Clean Harbors shall provide to the City copies of all plans, licenses or other mandatory documents prepared for the operation of the City’s HHW Programs.

For each scheduled event, the City shall provide the following:

- HHW program advertisement;
- traffic control signage outside of WQCP entrance;
- survey forms;
- literature for survey takers to distribute to event participants; and
- debris boxes for disposal of non-hazardous wastes and for corrugated cardboard recycling.

Clean Harbors shall separate corrugated cardboard and place in bin marked as such for recycling.

2) Documentation to be Provided: Clean Harbors shall provide appropriate documentation, certificates and records as required by applicable federal, state and local laws and regulations and the City. All documentation shall be filled out clearly, correctly and legibly and copies of any manifest attachments shall be provided to the Program Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- bills of lading or non-hazardous waste manifests
- hazardous waste manifests and continuation sheets
- labpack inventory sheets
- land disposal restriction notifications
- hazardous waste profiles
- certificates of destruction, decontamination, disposal and/or recycling
EXHIBIT A

- monthly and annual 303 forms
- event summary reports.

Appropriate copies of the documentation listed above as well as any other documents required by the City's Program Manager shall be furnished to the City's Program Manager at the time of waste shipment or at a time as agreed by the City.

Closed originals of all uniform hazardous (and non-hazardous) waste manifests signed by a duly authorized representative of the receiving TSDF shall be furnished to the City's Program Manager within thirty (30) calendar days of waste shipment.

Clean Harbors shall, at all times during the transportation, storage, and disposal of wastes to be managed under this contract, know the location, condition and status of each item being managed. Clean Harbors shall make such information available in written progress reports to the City's Program Manager upon request. The progress reports shall include a listing of items removed, referenced by an appropriate identification number and uniform hazardous waste manifest number and a description of the location and status of wastes on date of the written progress report.

Any transportation or disposal in connection with hazardous waste emergency response services for incidents occurring within the jurisdictional borders of the City shall indicate “Emergency Response” on all relevant documents, including manifests.

For the periodic HHW events and the weekly HHW events the following summary report will be provided listing and sorted by hazardous waste manifest number and by DOT hazard class, and will include the following information for each drum collected:

- name of HHW (e.g. Flammable Liquids);
- unique drum ID number;
- container type/size, quantity;
- estimated actual quantity of wastes (in pounds exclusive of container and absorbent for solids and gallons for liquids); and
- TSDF profile number (if applicable). 
- subtotals of the number of drums and weight/volume of wastes for each manifest;
- DOT hazard class and the total number of drums; and
- weight/volume of wastes for all hazard classes.

If required by the Program Manager, reconciliation of manifests including a letter of explanation for any shipping or manifest discrepancies.

The City will prepare and submit regulatory notifications such as local agency and state Permit by Rule notifications and the California Integrated Waste Management Board (CIWMB) 303 forms.
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The Clean Harbors shall provide City Staff with the Form 303 (waste quantities with management methods used) collected for each of the HHW programs (monthly and weekly events, CESQG, landfill load check, Recycling Center and door to door) for the fiscal years the contract is in effect.

3) Spill Prevention and Clean Up: Clean Harbors shall use appropriate methods, equipment and practices required by all federal, state and local laws and regulations as well as industry recommended and approved methods, equipment and practices to ensure that no discharges, releases, spills or leakage occurs during the packaging, loading, transportation, storage and disposal of wastes to be managed under this contract.

In the event of a discharge, release, spill or leakage of hazardous wastes during packaging, loading, transportation, storage or disposal of wastes to be managed under this contract, Clean Harbors shall take appropriate and immediate action to protect human health and the environment. Clean Harbors shall, at no expense to the City, be fully responsible for, and take appropriate and immediate action to remediate and clean-up any such discharge, release, spill or leakage in accordance with all applicable federal, state and local laws and regulations. The City will direct actions taken should any discharge, release, spill or leakage of hazardous wastes occur during packaging, loading and/or transportation activities on City property. Clean Harbors shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of hazardous wastes occurring on City property during loading, packaging and/or transportation activities caused by Clean Harbors negligence.

Clean Harbors shall immediately notify the City’s Program Manager by telephone should any accident or incident occur which results in any discharge, release, spill or leakage which involves any wastes to be managed under this contract. Clean Harbors shall make all notifications and reporting to the appropriate regulatory or emergency response agencies as required under federal, state and local laws and regulations in the event of a discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of wastes to be managed under this contract.

If requested by the City, Clean Harbors shall furnish the City’s Program Manager with a detailed written report describing any discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of wastes to be managed under this contract that required notification to the City or any federal, state and local regulatory or emergency response agency.

The monthly HHW Collection takes place outdoors, Clean Harbors is required to protect the collection area from any runoff of residual materials from garbage bins, collection area, or spills. Clean Harbors shall develop a plan to use for incremental weather to protect against any runoff of HHW materials from garbage bins, the collection area, or accidental spills.

4) Monthly HHW Collection Program: The City’s monthly HHW collection events are permitted as a Permit by Rule Temporary Household Hazardous Waste Collection Facility Permit (THHWFP). The events are always located within the WQCP parking lot located at 2501 Embarcadero Way.
EXHIBIT A

Collection events are held on the first Saturday of each month and are opened to the public from 9:00 a.m. to 12:00 noon. Two Friday afternoon events are currently scheduled per year from 3:00 to 5:00 p.m. on each Friday before the April and September events. All HHW and universal wastes shall be collected by Clean Harbors from City residents, with the exception of:

- those materials prohibited under Title 22 of the California Code of Regulations, Section 67450.4 (22 CCR 67450.4), as amended; and bio-hazardous wastes;
- radioactive wastes;
- compressed gas cylinders greater than 20 pounds;
- explosives; and
- certain recyclable hazardous wastes (motor oil, used oil filters, antifreeze and automobile batteries) currently accepted at the City's Recycling Center.

The following HHW (and universal wastes) shall be packaged, consolidated and transported by Clean Harbors during the day of the periodic events:

- HHW collected by Clean Harbors during the monthly events (including the Friday events);
- HHW collected by Clean Harbors during the weekly events;
- HHW from the City's landfill hazardous waste exclusion program delivered to Clean Harbors by City;
- HHW collected by Clean Harbors from the door to door program; and
- HHW from CESQGs collected by Clean Harbors on the day of the monthly events.

Clean Harbors shall staff and operate monthly HHW Program collection events and shall provide a mobile collection service for residents with physical limitations, including event preparation, tear down, and clean-up in accordance with 22 CCR 67450.4, as amended, in accordance with federal, state, and local laws and regulations. Clean Harbors shall provide all staff, labor, materials, tools and equipment for handling, identification, profiling, packaging, labeling, marking, placarding, manifesting, loading, transportation, and final disposal of collected hazardous wastes. Unit prices shall include all costs associated with packaging, loading, transporting, and disposal of the HHW. Clean Harbors shall conduct all activities and operate collection events in accordance with all applicable federal, state and local laws and regulations, and the health and safety, contingency and operation plans prepared by Clean Harbors and approved by the Program Manager. All personnel handling hazardous waste shall be trained in hazardous waste management and have the training as specified in 22 CCR 66264.16, including the use of personal protective safety equipment, and emergency response equipment and procedures as required under applicable state and federal laws and regulations.

Clean Harbors shall staff the monthly events in accordance with Table 1 below. City will coordinate with Clean Harbors to conform or modify the staffing levels before each monthly event. Clean Harbors staff shall include at a minimum 3 fully trained chemists, 1 surveyor from January through
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EXHIBIT A

June, 2 surveyors July through December, and various numbers of fully trained technicians.

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1) Expected number of vehicles to be serviced (from 2007 data). Includes April and September Friday events.
2) Expected number of staff needed for future events.

Clean Harbors shall also supply up to 100 traffic cones to identify traffic lanes within and outside of the immediate drop-off area. City will show Clean Harbors staff where to place the cones. Clean Harbors shall supply temporary signage for residents at the drop-off including "Remain in your vehicle" "Turn off engine" "No smoking" as well as other safety related signs. Signage materials, sizing and content shall be approved by the City.

5) CESQG Program: The CESQG scope and fee item description are listed below under Section D.

6) Door To Door Collection for Residents with physical limitations: Clean Harbors shall operate the City’s door to door program for residents with physical limitations. The service operates on the collection event days and targets those individuals such as seniors and physically limited residents who may have difficulty using the HHW collection events. City staff will make arrangements with residents to use this program and will route to Clean Harbors contact information. Clean Harbors shall contact the residents that have been approved by the City and schedule an appointment to collect the waste on the day of the monthly events. All HHW collected from the physically limited residents shall be combined with the monthly events wastes. Clean Harbors shall track and account for these waste quantities separately.

7) Recycling Center Universal Wastes: The City collects household batteries and fluorescent lights at the Recycling Center (located at 2380 Embarcadero Road, Palo Alto, adjacent to the HHW collection location). Clean Harbors shall sort, package, and transport for recycling the batteries and lights. Dry cell batteries are mixed together and shall be segregated by Clean Harbors before packaging. Typically, five to six 55-gallon drums of alkaline batteries, smaller containers of NiCad, Lithium, and sealed lead-acid batteries, and five to six fiber drums (or containers) of fluorescent lights including compact fluorescent lights are collected each month at the recycling center.

If possible, drums of batteries and lights shall be processed and shipped in conjunction with the HHW collection event. Sorting and packaging shall take place either on the day of the event or sometime the week before the HHW event with staff dedicated to that task (staff to perform these tasks shall not include required HHW event staff during the time the HHW collection event is open.
EXHIBIT A

to the public).

The City reserves the right to increase, decrease or modify the amount of any class or portion of this work or to omit portions of the work as may be deemed necessary or expedient by the Program Manager.

8) 24-Hour Emergency Response Services: In the event of a hazardous materials or waste incident (abandoned waste, spill, leak, etc.) that requires services beyond those that the City is capable of providing internally, Clean Harbors shall be listed as a potential service provider for emergency response. Clean Harbors shall provide the following services:

- furnishing of vacuum tanker services for pumping of underground tanks and utility vaults (may involve PCB contaminated wastes);
- furnishing personnel and materials and/or equipment for waste containment;
- spill clean-up and site decontamination;
- Hazcat identification of unknowns; and
- waste packaging, transportation, and disposal.

Clean Harbors shall furnish 24-hour emergency contact telephone numbers and notification procedures for requesting emergency response services. Upon notification by the Program Manager or his designee, Clean Harbors shall mobilize appropriate personnel, materials and equipment to respond to incidents to provide emergency response services.

9) Weekly HHW Collection: Clean Harbors shall provide qualified staff to operate the weekly HHW collection at a new hazardous waste storage locker at the entrance to the WQCP. Clean Harbors shall provide one chemist and one technician to staff this drop-off, unless otherwise instructed by the City. The anticipated schedule for this weekly drop-off is one morning per week with two hours open to the public at a day and time to be selected by the City. Clean Harbors shall accept HHW from residents and properly segregate the material into containers to be stored in the 3-chamber locker or transported to Clean Harbors’s TSDF the day of the weekly event (depending on the amount of storage capacity of the locker).

The City reserves the right to increase, decrease or modify the amount of any class or portion of this work or to omit portions of the work as may be deemed necessary or expedient by the Program Manager.

C. FEE SCHEDULE DESCRIPTIONS

1) General: Clean Harbors shall invoice the City in accordance with the attached fee schedule to indicate the charge for services included in this RFP. No additional fees will be invoiced to the City. The fees listed on the attached bid schedule (as well as the attached rate sheet for the
emergency response services and recycling center services) shall include all charges payable by the City including but not limited to disposal facility state fees, registrations, licenses, overhead, profit, taxes, violation penalties, etc.

The recycling center pickup mobilizations/demobilization, sorting and packaging as well as emergency spill responses shall be paid on a time and materials basis, based on the submitted rate sheet. However, unit costs for waste disposal generated by these services shall be in accordance with the bid schedule. In order to save the City mobilization costs, Clean Harbors is encouraged and can propose utilizing scheduled event personnel to perform time and materials services at the recycling center either before or after the weekly or monthly events.

2) Fee Item 1 - Mobilization Set-up and Demobilization For Monthly Events: The Clean Harbors shall mobilize appropriately qualified personnel and equipment to the site as needed for each scheduled household hazardous waste event. This task shall include Clean Harbors providing all personnel, materials, tools and equipment necessary for the acceptance, handling, packaging, and transportation of the wastes. Typical tasks may include labpacking, loose packing, bulking of wastes. All packaging, manifesting, labeling, marking and placarding shall be performed in full accordance with all applicable federal, state and local laws and regulations. Clean Harbors shall provide to the City documentation supporting the qualification of those assigned to this program upon request by the City's Program Manager.

Clean Harbors will be compensated for mobilization, packaging and demobilization in accordance with the attached fee schedule.

Clean Harbors shall mobilize crews and equipment to the site as needed for each HHW collection event. This task shall include providing all staff, labor, materials, tools and equipment for operating each event. This task includes, but is not limited to:

- providing materials handling and containment equipment;
- emergency response equipment;
- safety equipment;
- signage;
- personnel protective gear;
- tables and portable shelters for the events;
- performing mobilization;
- site preparation;
- demobilization;
- clean-up; and
- report preparation; and
- preparation of all required plans.
The lump sum fee for Mobilization and Implementation shall include:

- Full compensation for providing appropriate numbers and types of vehicles and equipment for each event, vehicle mileage costs, and travel time for Clean Harbors personnel;

- Full compensation for disposal of contaminated equipment (plastic sheeting, PPE, etc.) that is too contaminated and cannot be placed into the garbage bin generated during the event; and

- All staffing and labor costs associated with the personnel requirements for all tasks as outlined below, (i.e. set up, collection, tear down, clean-up, paperwork, etc.).

Clean Harbors shall provide qualified personnel to staff the standard work crew as outlined below:

- One (1) Project Manager with appropriate credentials and experience to oversee all activities and safety during each monthly event (including Friday events). The Project Manager shall be directly responsible for Clean Harbors's activities at each event. The Project Manager shall be on site for the duration of the event. If during the course of the term of the contract, Clean Harbors decides to change or replace the Project Manager, Clean Harbors shall notify the Program Manager in writing and the new Project manager shall meet with City staff in person before the next scheduled HHW event.

- Unless approved by the Program Manager, For the monthly HHW Saturday event, Clean Harbors shall provide three (3) chemists with credentials and certifications to satisfy all applicable federal, state and local laws and regulations governing training for handling, identification, profiling, segregating, packaging, labeling, marking, placarding, manifesting, and transporting of hazardous wastes. These individuals shall have as a minimum, the equivalent of a Bachelor's degree in chemistry and three years experience in hazardous wastes. The chemists shall be on site for the duration of the event.

- Unless approved by the Program Manager, Clean Harbors shall provide fifteen (15) technicians for each standard 21 person crew Saturday event for performing the duties under the direction of the Project Manager and site chemists, including, but not limited to, vehicle unloading and hazardous wastes handling, segregating, packaging, labeling, marking, placarding, and manifesting. Technicians shall have the appropriate level of training, for the duties they are to perform, as required by applicable federal, state and local laws. If approved by the Program Manager, additional or less than the standard 15 technicians shall be billed or deducted in accordance with the attached bid schedule.

- Unless approved by the Program Manager, Clean Harbors shall provide two (2) survey takers for each standard 21 person crew on each Saturday event for performing the following duties, including, but not limited to:
• verifying participants' residence status;
• gathering survey information (forms provided by the City);
• answering general questions;
• distributing educational literature (provided by the City);
• providing traffic control; and
• preventing walk-in access to the event.

Survey takers shall wear appropriate safety equipment including safety vests while working.
Survey takers shall be on site for the public drop-off hours for each event.

3) Fee Item 2 – Friday Afternoon Events (Before Saturday Events): Clean Harbors shall provide staff to operate the Friday afternoon collection events before the Saturday event (scheduled twice per year). At a minimum, unless modified by the City, Clean Harbors shall provide two chemists, four technicians and one survey taker during these events. The Friday events are currently scheduled as open to the public for two hours in the afternoon. On each Friday afternoon event, Clean Harbors shall set up the HHW receiving area, collect the HHW, containerize the HHW and secure the area (with a caution tape and signage etc) until the following Saturday morning event. A separate site setup will not be needed since the Friday afternoon event crew will have setup this area.

4) Fee Item 3 – Weekly Events: For weekly events, Fee Item 3, Clean Harbors shall provide one chemist and one technician unless additional staff is requested by the City. For the purposes of this RFP, Clean Harbors shall assume that staff shall be onsite accepting HHW from the public for two hours per day. In order to save the City mobilization costs, Clean Harbors is encouraged and can propose utilizing these personnel to perform time and materials services at the recycling center either before or after the weekly two hour events.

5) Fee Item 5 – Mobile “Door to door” Collection: Clean Harbors shall coordinate, collect, package, load, and transport mobile collection wastes to the Saturday HHW collection event to be consolidated with the other HHW wastes as directed by the Program Manager in accordance with all applicable federal, state and local laws and regulations. Physically limited residents who participate in the program will submit an application form to City HHW program staff. City Staff will review the application and determine whether a resident is eligible for this special service.

Clean Harbors shall then coordinate and contact eligible residents and schedule an appointment on the Saturday (or Friday if on a weekend when Friday events are held) of the HHW collection event. Clean Harbors technicians shall travel to the resident’s home, assist them with gathering the wastes, package, load and transport to the HHW event to be consolidated with the other wastes and shipped off-site to the appropriate waste facility.
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6) Fee Schedule Items 5 through 36 - Packaging, Transportation and Disposal: Clean Harbors shall identify, categorize, profile, segregate, package, label, mark, manifest, transport, and dispose of all collected wastes as directed by the Program Manager and in accordance with all applicable federal, state and local laws and regulations.

Fees provided under Packaging, Transportation and Disposal shall incorporate all costs related to packaging, transportation, and disposal, including, but not limited to, identification, profiling, bulking, loose-packing, lab-packing, waste compaction (e.g., empty container crushing), marking, manifesting, and loading, transportation and disposal of all collected wastes.

It is the City's preference to utilize non-landfill management methods, where feasible. Recycling, fuel substitution, incineration, treatment and other incineration/destruction alternatives will be considered for use as management methods for the program, where practical. If waste management methods other than those listed in the Fee Schedule are proposed, the Proposer shall specify the alternate disposal method on the Fee Schedule.

7) Fee Item #37 Emergency Response Services: Oily Water (Non PCB) From Utility Vaults: Clean Harbors shall provide a vacuum tanker when transformer failures in utility vaults produce mineral oil releases that must be evacuated. Clean Harbors shall also provide a steam cleaner or a pressure washer in conjunction with the tanker. Clean Harbors will not be required to enter a vault under any circumstances. City electrical crews will perform the washout using Clean Harbors' equipment. The City will confirm if PCBs are present using lab samples or equipment data prior to Clean Harbors evacuating the vaults. These types of emergency response events occur typically twice per year.

Oily Water (PCB Contaminated) From Utility Vaults: In rare occasions, an older PCB contaminated transformer will fail producing PCB contaminated oily water. The City will always confirm the PCB concentration of the oil prior to Clean Harbors evacuating the vault.

In the event of a hazardous materials or waste incident (abandoned waste, spill, leak, etc.) that requires services beyond those that City is capable of providing internally, Clean Harbors will be listed as a potential service provider for emergency response. Typical services to be provided under this task may include, but not be limited to:

- furnishing of vacuum tanker services for pumping of underground tanks and utility vaults (may involve PCB contaminated wastes);
- furnishing personnel and materials and/or equipment for waste containment;
- spill clean-up and site decontamination;
- Hazmat identification of unknowns; and
- waste packaging, transportation, and disposal.
EXHIBIT A

Clean Harbors shall furnish 24-hour emergency contact telephone numbers and notification procedures for requesting emergency response services. Upon notification by the Program Manager or his designee, Clean Harbors shall mobilize appropriate personnel, materials and equipment to respond to incidents to provide emergency response services.

For these and other emergency response services rendered under this task, Clean Harbors will be compensated for on a time and materials basis for waste disposal and in accordance with Clean Harbors' standard schedule of fees (rate sheet to be attached).

D. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR PROGRAM

1) General: Since November, 1993, a CESQG Program has been made available for the collection and management of hazardous wastes generated by businesses that qualify as CESQGs located in the service area for the PARWQCP (the communities of Palo Alto, East Palo Alto, Los Altos, Los Altos Hills, Mountain View, and Stanford). The CESQG Program shall be operated by Clean Harbors in conjunction with but separate from the HHW program. Clean Harbors shall operate the CESQG Program in compliance with all federal, state, and local laws, regulations and ordinances, including but not limited to 22 CCR 67450.4, as amended, and California Health and Safety Code Sections 25218-25218.12. The CESQG Program shall only provide hazardous waste collection, transportation, treatment and disposal services for those businesses within the PARWQCP service area that meet the definition of a "conditionally exempt small quantity generator" as specified under California Health and Safety Code Section 25218.1(a) (HSC 25158.1(a)) and Section 261.5 of Title 40 of the Code of Federal Regulations. Clean Harbors shall operate the CESQG Program collection event on the same days as the HHW Program between the hours of 12:00 p.m. and 4:00 p.m., or at days and times set by the Program Manager.

Clean Harbors shall permit participating and qualified businesses (typically 1 to 5 CESQGs use the City's program every month) to deliver wastes by appointment with Clean Harbors to the PARWQCP on the designated days. The appointment system shall provide information to Clean Harbors which shall aid in Clean Harbors arrangements for the management of wastes, verification of business status, verification of CESQG status, verification of waste quantities generated, and payment for services provided by Clean Harbors to participating businesses. Clean Harbors shall provide a toll free telephone number dedicated to the Palo Alto CESQG appointments. Clean Harbors shall return all calls from CESQGs within two business days and shall be responsible to the CESQG using the program.

Clean Harbors shall operate and be responsible for the CESQG Program, under which it shall provide for the appropriate handling, packaging, transportation, and disposal of hazardous wastes generated by CESQGs in the PARWQCP service area.

CESQG waste shall be combined with the monthly HHW program's waste to minimize the number
of containers transported for disposal, payment of the cost of operating the CESQG Program through the imposition of fees permitted pursuant to the terms of this Request for Proposals. Clean Harbors is authorized to collect fees on a cost-recovery basis for services rendered at the time of delivery of the wastes to the WQCP. It shall be Clean Harbors' sole responsibility to ensure that the rates established for the CESQG Program cover all costs including, but not limited to, packaging, transportation, disposal, maintenance of required records, staffing for the CESQG Program, operation of the appointment system, and billing management. However, the fees charged to the program participants shall be in line with the costs associated with HHW drop off program to make the program.

Any taxes which are assessable upon the rendering of such services may be passed on to the participating business as part of the CESQG Program costs. The City expressly disclaims any responsibility or liability for payment of such taxes which Clean Harbors may be required by law to collect.

2) Record Keeping: Clean Harbors shall be solely responsible to maintain all records required by local, state, and federal laws, ordinances, and regulations, including but not limited to:

Clean Harbors shall be solely responsible for recovering all CESQG Program fees and costs from the Program participants. The City expressly disclaims any responsibility or liability for tracking of participating businesses, including waste quantities and types;

- verification of CESQG status;
- Separate Form 303 for CESQG program for the fiscal years the contract is in effect;
- business hazardous waste generator identification numbers and permits (as applicable);
- business name, address, and phone number;
- fees charged and collected including copies of proof of payment (i.e. checks, visa, cash);
- uniform hazardous waste manifests;
- state and federal land disposal restriction notification forms for hazardous waste subject to land disposal restrictions;
- hazardous waste profiles required by TSDFs and other waste/recycling facilities; and
- bills of lading for non-hazardous wastes collected and managed through the CESQG Program.

All records shall be retained and made available for inspection, review, and audit by representatives of the PARWQCP jurisdiction during normal business hours throughout the term of the Agreement for a period of three (3) years following the expiration or termination of the Agreement for any reason.

A monthly event summary report shall be prepared and submitted by Clean Harbors to the Program Manager within one (1) week after each CESQG Program collection event. Each report shall include, at a minimum, the following:
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Clean Harbors shall be responsible for preparing and maintaining any and all necessary plans, licenses or other mandatory documents required for the CESQG Program by regulatory agencies, federal, state or local laws, ordinances or regulations, including but not limited to, health and safety plans, contingency plans and site operations plans. The City shall provide such reasonable assistance to Clean Harbors as it may request. Clean Harbors shall provide to the Program Manager copies of all plans, licenses or other mandatory documents prepared for the operation of the CESQG Program.

The City will prepare and submit any regulatory notifications such as local agency and state Permit by Rule notifications, as necessary. Clean Harbors shall provide such reasonable assistance to the City as it may request. As required by the DTSC, the EPA Generator Identification Number for the HHW Program shall be used for the manifesting of wastes collected under CESQG Program.

Clean Harbors shall solely assume:

- Responsibility for transporting of, including arranging for transportation of all wastes managed under the CESQG Program hereunder;
- Arranger status for the disposal of all wastes collected and managed under the CESQG Program hereunder; and
- Operator status for all wastes collected and managed through the CESQG Program hereunder.

- To the extent permitted by law, the City disclaims any responsibility, liability, or status in connection with the CESQG Program under the Agreement. The City assumes no title to nor ownership of the wastes collected, transported, recycled or disposed of through the CESQG Program. The City shall not be deemed a transporter, disposer, operator or generator for, such wastes collected and managed under the CESQG Program except as may be established by law. In addition, the City disclaims any responsibility or liability for arrangement of delivery, collection, transportation, recycling or disposal of such wastes collected and managed under the CESQG Program hereunder.

END OF SCOPE
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<thead>
<tr>
<th>FEE ITEM</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
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<td>MOBILIZATION, SET-UP DEMOBILIZATION FOR MONTHLY EVENTS</td>
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<td>DOOR TO DOOR PROGRAM – PRICE PER HOUSEHOLD SERVICED</td>
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The recycle center pickup mobilization and labor costs shall be invoiced on a time and materials basis in accordance with the Contractor's attached rate sheet.

In order to save the City mobilization costs, Contractor is encouraged and can propose utilizing scheduled event personnel to perform time and materials services at the recycle center either before or after the scheduled events.
<table>
<thead>
<tr>
<th>FEE ITEM</th>
<th>WASTE DESCRIPTION</th>
<th>WASTE CLASS CODE*</th>
<th>PACKING METHOD**</th>
<th>MANAGEMENT METHOD</th>
<th>UNIT PRICES FOR PACKAGING TRANSPORTING AND DISPOSAL</th>
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* Clean Harbors’ Waste Classification Code that corresponds with the specifications for that waste item listed in the General Price Conditions
** LO = Loose Pack; LP = Lab Pack, BU = Bulk, EA = Each

* Assumes a cubic yard box filled with empty containers of various sizes and types; waste class code = CBP
** Assumes PCB Ballasts; pricing for non-PCB ballasts can be provided at a lower rate
<table>
<thead>
<tr>
<th>FEE ITEM</th>
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<td>BARBEQUE Sized TANKS</td>
<td>LCY1</td>
<td>EA</td>
<td>RECYCLE</td>
<td></td>
</tr>
</tbody>
</table>

| 24       | UNIVERSAL WASTE BATTERIES |               |                  |                     |          |          |          |          |            |
| 24a      | ZINC CARBON/ALKALINE    | LBD1         | LO               | RECYCLE             | 150      | 300      | 375      | 500      |            |
| 24b      | NICKEL CADMIUM          | LBD2         | LO               | RECYCLE             | n/a      | n/a      | n/a      | .60/lbs w/ a $210 min. |
| 24c      | LEAD ACID (BROKEN & LEAKING) | LBLA | LO                | RECYCLE             | 110      | 219      | 274      | 365      |            |
| 24d      | SEALED LEAD-ACID (GEL CELL) | LBLA | LO                | RECYCLE             | n/a      | n/a      | n/a      | n/a*      | .25/lbs w/ a $150/gal min |
| 24e      | LITHIUM (NON-RECHARGEABLE) | LBR | LO                | INCINERATION        | 325      | n/a      | n/a      | n/a      |            |
| 24f      | LITHIUM-ION (RECHARGEABLE) | LBRR | LO                | RECYCLE             | 350      | n/a      | n/a      | n/a      |            |

* Clean Harbors' Waste Classification Code that corresponds with the specifications for that waste item listed in the General Price Conditions

** LO = Loose Pack; LP = Lab Pack; BU = Bulk, EA = Each

City of Palo Alto – RFP 126154
<table>
<thead>
<tr>
<th>ITEM</th>
<th>CLASS CODE*</th>
<th>METHOD**</th>
<th>METHOD</th>
<th>5 GALLON</th>
<th>20 GALLON</th>
<th>30 GALLON</th>
<th>55 GALLON</th>
<th>CY BOX</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>CNIA</td>
<td>LO</td>
<td>LANDFILL</td>
<td>45</td>
<td>90</td>
<td>113</td>
<td>150</td>
<td>525</td>
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<tr>
<td>26</td>
<td>LCHG2</td>
<td>LP</td>
<td>RECYCLE</td>
<td>225</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
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<tr>
<td>27</td>
<td>LRCT</td>
<td>LP</td>
<td>INCINERATION</td>
<td>155</td>
<td>n/a</td>
<td>n/a</td>
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<td>28</td>
<td>LCCR</td>
<td>LP</td>
<td>RECYCLE FOR SILVER RECOVERY</td>
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<td>n/a</td>
<td>n/a</td>
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<tr>
<td>29</td>
<td>LCCR</td>
<td>LP</td>
<td>FUEL SUBSTITUTION</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>LCCR</td>
<td>LP</td>
<td>INCINERATION</td>
<td>80</td>
<td>119</td>
<td>149</td>
<td>199</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>LCHSI</td>
<td>LO</td>
<td>INCINERATION</td>
<td>225</td>
<td>450</td>
<td>563</td>
<td>750</td>
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</tr>
<tr>
<td>32</td>
<td>LCHSL</td>
<td>LO</td>
<td>LANDFILL</td>
<td>95</td>
<td>189</td>
<td>236</td>
<td>315</td>
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<tr>
<td>33</td>
<td>A99D</td>
<td>LO</td>
<td>INCINERATION</td>
<td>150</td>
<td>n/a</td>
<td>n/a</td>
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<td>34</td>
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<td>LP</td>
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<td>119</td>
<td>149</td>
<td>199</td>
<td></td>
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<tr>
<td>35</td>
<td>LFB1</td>
<td>LO</td>
<td>FUEL SUBSTITUTION</td>
<td>80</td>
<td>135</td>
<td>169</td>
<td>225</td>
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<tr>
<td>36</td>
<td>LCCR</td>
<td>LP</td>
<td>INCINERATION</td>
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<td>119</td>
<td>149</td>
<td>199</td>
<td></td>
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<tr>
<td>37</td>
<td>FBS</td>
<td>LO</td>
<td>FUEL SUBSTITUTION</td>
<td>80</td>
<td>135</td>
<td>169</td>
<td>225</td>
<td>788</td>
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<tr>
<td>38</td>
<td>LPTN</td>
<td>LO</td>
<td>INCINERATION</td>
<td>110</td>
<td>132</td>
<td>165</td>
<td>220</td>
<td>500</td>
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<td>39</td>
<td>LAT</td>
<td>LP</td>
<td>TREATMENT/ NEUTRALIZATION</td>
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<td>149</td>
<td>199</td>
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<td>LP</td>
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<td>80</td>
<td>119</td>
<td>149</td>
<td>199</td>
<td></td>
</tr>
</tbody>
</table>

**EMERGENCY RESPONSES**

* Clean Harbors' Waste Classification Code that corresponds with the specifications for that waste item listed in the General Price Conditions
** LO = Loose Pack; LP = Lab Pack, BU = Bulk, EA = Each

City of Palo Alto – RFP 126154
### Attachment F

<table>
<thead>
<tr>
<th>TANKER TRUCK BULK LIQUIDS</th>
<th>WASTE CLASS CODE</th>
<th>SPECIFY METHOD</th>
<th>DISPOSAL PRICE PER GALLON</th>
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</thead>
<tbody>
<tr>
<td>37</td>
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<td></td>
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<tr>
<td>37a. OILY WATER (NON-PCB)</td>
<td>A32</td>
<td>Wastewater Treatment &amp; Oil Recovery</td>
<td>0.07</td>
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<td>37b. OILY WATER (PCB CONTAMINATED)</td>
<td>DHL1</td>
<td>Incineration</td>
<td>2.41</td>
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</table>

**Surcharges (If Applicable)**

| SOLIDS                     |                  |                |                           |
|----------------------------|------------------|----------------|                           |
| 37d. TANKER CLEANOUT       |                  |                |                           |

**Non-PCB Oily Water (A32) Solids Surcharges**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>10.00 - 19.9%</td>
<td>$0.94</td>
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<tr>
<td>20.00 - 29.9%</td>
<td>$1.02</td>
</tr>
<tr>
<td>30.00 - 39.9%</td>
<td>$1.09</td>
</tr>
</tbody>
</table>

*Clean Harbors’ Waste Classification Code that corresponds with the specifications for that waste item listed in the General Price Conditions*

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**City of Palo Alto – RFP 126154**

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**NOTE:** LABOR AND EQUIPMENT FOR ALL EMERGENCY RESPONSE SERVICES (INCLUDING TANKER) SHALL BE CHARGED AT TIME AND MATERIALS RATE PURSUANT TO CONTRACTOR’S SUBMITTED RATE SHEET.
RECYCLING PROGRAM RATE SHEET

Chemist  No Charge; up to 6 hours onsite

Additional Chemist  $50/hour (if requested by the City)

The following supplies will be invoiced to the City of Palo Alto only if the City chooses not to use the free RBRC boxes for shipping rechargeable batteries; and requests containers from us.

Pricing for non-rechargeable batteries (i.e. alkaline, cracked/leaking lead acid, etc.), fluorescent lamps, and other waste streams that are not accepted by RBRC includes the cost of containers and packing supplies; and therefore will not be invoiced these rates separately.

| 55-gal Poly Open Head Drum (1H2) | $60/each |
| 55-gal Fiber Open Head Drum (1G) | $50/each |
| 30-gal Poly Open Head Drum (1H2) | $60/each |
| 30-gal Fiber Open Head Drum (1G) | $45/each |
| 15-gal Poly Open Head Drum (1H2) | $47/each |
HHW SERVICES GENERAL TERMS AND CONDITIONS

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

1. Proposal is valid for 90 days.

2. All pricing presented in this contract is based on Clean Harbors’ ability to utilize all currently approved TSDFs. If the number of sites approved by the City of Palo Alto is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.

3. Local, state and federal taxes applying to the generating location/receiving facilities are included in disposal pricing.

4. Container Size Pricing as a Percent of 55-Gallon Drum Prices:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Container Multiplier*</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 gallon – 20 gallon</td>
<td>55 gallon price x 0.60</td>
</tr>
<tr>
<td>21 gallon – 30 gallon</td>
<td>55 gallon price x 0.75</td>
</tr>
<tr>
<td>31 gallon – 55 gallon</td>
<td>55 gallon price x 1.00</td>
</tr>
<tr>
<td>56 gallon – 85 gallon (overpacks)</td>
<td>55 gallon price x 1.45</td>
</tr>
<tr>
<td>Cubic Yard Boxes</td>
<td>55 gallon price x 3.50</td>
</tr>
</tbody>
</table>

*Or as otherwise indicated on bid spreadsheet.

5. The following waste streams will have a minimum disposal price:
   a. Straight Fluorescent Light Tubes - $60/shipment
   b. Compact Fluorescent Lights - $60/shipment
   c. Oily Water (PCB Contaminated) - $750/load

6. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.

7. Cylinders that are accepted under the direction of the City may be subject to the following cylinder conditions:
   a. Cylinders without original stenciling, labels and/or tags will be subject to additional an analysis charge.
   b. Cylinders with inoperable valves may be subject to rejection
   c. Cylinders must in DOT-shippable condition.
d. Cylinders with greater than 5% solids maybe subject to surcharge or rejection.

e. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance

8. Payment terms for HHW Services are NET 30 days from date of invoice; interest to accrue at the rate of 1.5% per month or the maximum allowed by law after 30 days.

9. Clean Harbors is currently imposing a Recovery Fee that is comprised of two components; a 1.5% charge for Security including insurance, liability, and security costs; and a charge for Energy costs that is based on the average diesel prices from the US Department of Energy. The Recovery Fee is included in the HHW Services Pricing.

10. If it is necessary for waste to be picked up in conjunction with a scheduled weekly event the box van provided will be charged to the City at $150.00 per day.

11. If the City chooses not to use the proposed RBRC program the cost of a chemist will be $50.00/hr portal to portal, and the box van used will be charged at $150.00 per day.
# ACORD Certificate of Liability Insurance

**Producer:** Willis North America, Inc.
26 Century Blvd.
P.O. Box 305191
Nashville, TN 372305191

**INSURED:** Clean Harbors Environmental Services, Inc.
and its affiliates
42 Longwater Drive
Norwell, MA 02061

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**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>GLO 9681229-01</td>
<td>GENERAL LIABILITY</td>
<td>11/1/2007</td>
<td>11/1/2008</td>
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<td>COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR</td>
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<td>X CONTRACTUAL</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>GENT AGGREGATE LIMIT APPLIES PER POLICY X PAD FD LOC</td>
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<td>BAP 6681231-01</td>
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<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>ADC4275262-03</td>
<td>EXCESS UMBRELLA LIABILITY</td>
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<td>DEEDUCTIBLE RETENTION $</td>
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</tr>
<tr>
<td>WC 9681232-01</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>11/1/2008</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td></td>
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<tr>
<td></td>
<td>YES</td>
<td></td>
<td></td>
<td></td>
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<td>SPECIAL PROVISIONS BELOW</td>
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<tr>
<td>PEC365668112-CPL</td>
<td>OTHER CONTRACTORS POLLUTION LIABILITY</td>
<td>11/1/2007</td>
<td>11/1/2008</td>
<td></td>
</tr>
</tbody>
</table>

---

**CERTIFICATE HOLDER**

City of Palo Alto
Attn: Purchasing and Contract Administration
250 Hamilton Ave
Palo Alto, CA 94301

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Willis CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37205191

INSURED
Clean Harbors Environmental Services, Inc.
and its affiliates
42 Longwater Drive
Norwell, MA 02061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC#</th>
</tr>
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<tbody>
<tr>
<td>Zurich American Insurance Company</td>
<td>16535-002</td>
</tr>
<tr>
<td>American Guarantee and Liability Insurance</td>
<td>26247-003</td>
</tr>
<tr>
<td>Steadfast Insurance Company</td>
<td>26387-001</td>
</tr>
</tbody>
</table>

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

Environmental Impairment Liability
Carrier: Steadfast Insurance Company
Policy Number: PLC374393608
Limits: $10,000,000 Each Claim/ $10,000,000 Aggregate

City of Palo Alto, Its Council Members, Officers, Agents and Employees are Additional Insureds for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.
IMPORTANT

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

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
EXHIBIT E

Attachment B

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL/Sole Proprietorship, sign here:

Date: ___________________________  
Proposer’s Signature

Proposer’s typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)  
Date: ___________________________  
Member of the Partnership or Joint Venture signature

Date: ___________________________  
Member of the Partnership or Joint Venture signature

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

Senior Vice President Pricing & Proposal  and  Vice President

Title

Title

Of the corporation named below, that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary’s certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Clean Harbors Environmental Services, Inc.

Corporation Name (type or print)

By: ___________________________  Date: April 1, 2008

Title: Senior Vice President Pricing & Proposal

By: ___________________________  Date: April 1, 2008

Title: Vice President

City of Palo Alto – RFP126154