



Amendment No. 9
to
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin

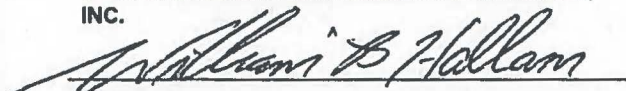
- 1.0 The City executes a hold over provision of the above referenced contract for a period of four months effective August 27, 2019 to December 26, 2019.
- 2.0 The City hereby increases the above referenced contract by \$650,000.
- 3.0 The total Contract authorization is recapped below:

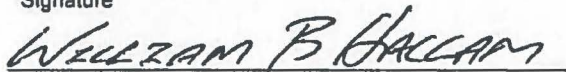
Term	Action Amount	Total Contract Amount
Basic Term: 08/28/2012 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/2012	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/2014	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/2015	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/2015 – 08/27/2016	\$485,564.75	\$1,942,259.00
Amendment No. 5: Option 2 08/28/2016 – 08/27/2017	\$485,564.75	\$2,427,823.75
Amendment No. 6: Option 3 08/28/2017 – 08/27/2018	\$485,564.75	\$2,913,388.50
Amendment No. 7: 12 Month Holdover 08/28/2018 – 08/27/2019	\$0.00	\$2,913,388.50
Amendment No. 8: Administrative Increase 3/6/2019	\$61,000.00	\$2,974,388.50
Amendment No. 9: Increase and holdover	\$650,000.00	\$3,624,388.50

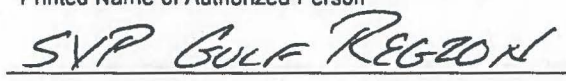
- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

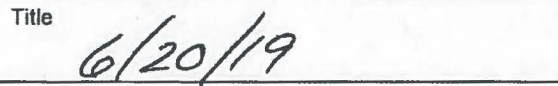
BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

CLEAN HARBORS ENVIRONMENTAL SERVICES,
INC.


Signature


Printed Name of Authorized Person


Title

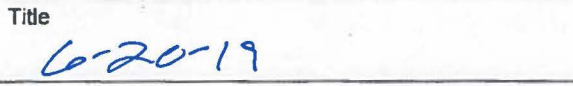

Date

CITY OF AUSTIN


Signature

Matthew Duree
Printed Name of Authorized Person

Procurement Manager
Title


Date



Amendment No. 8
to
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$61,000 to the above referenced contract.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/28/2012 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/2012	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/2014	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/2015	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/2015 – 08/27/2016	\$485,564.75	\$1,942,259.00
Amendment No. 5: Option 2 08/28/2016 – 08/27/2017	\$485,564.75	\$2,427,823.75
Amendment No. 6: Option 3 08/28/2017 – 08/27/2018	\$485,564.75	\$2,913,388.50
Amendment No. 7: 12 Month Holdover 08/28/2018 – 08/27/2019	\$0.00	\$2,913,388.50
Amendment No. 8: Administrative Increase 3/6/2019	\$61,000.00	\$2,974,388.50

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.
- BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

CLEAN HARBORS ENVIRONMENTAL SERVICES,
INC.

William B Hallam
Signature

WILLIAM B HALLAM
Printed Name of Authorized Person

SVP GULF REGION
Title

3/12/19
Date

CITY OF AUSTIN

Matthew Duree
Signature

Matthew Duree
Printed Name of Authorized Person

Procurement Manager
Title

3-12-19
Date



Amendment No. 7
to
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin

- 1.0 The City hereby executes a hold over provision of the above referenced contract for a period of 12 months effective August 28, 2018 to August 27, 2019.
- 2.0 The City hereby accepts a price increase for the Household Hazardous Waste Services effective August 29, 2018. Revised pricing is listed below.

WASTE CODE	DESCRIPTION	UOM	PRICE (USD)
CBP	SOLIDS TO HAZARDOUS LANDFILL	30DM	\$106.00
CBPS	SEMI-SOLIDS TO HAZARDOUS LANDFILL	55DM	\$142.00
CCRK	SOLIDS FOR INCINERATION	55DM	\$224.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	55DM	\$286.00
CFL1	MERCURY BULBS FOR RECLAMATION	4FTB	\$49.50
CFL1	MERCURY BULBS FOR RECLAMATION	8FTB	\$49.50
CFL2	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$228.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$228.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	16DM	\$183.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	20DM	\$183.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	30DM	\$228.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	55DM	\$304.50
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	55DM	\$308.00
CHBD	PCB BALLASTS > 50PPM FOR RECLAIM	30DM	\$94.50
CHG-2	METALLIC MERCURY DEVICES/DEBRIS FOR RETORT	05DM	\$486.00
CNIA	ASBESTOS WASTE	FBIN	\$483.00
CNO	NON HAZARDOUS SOLID	55DM	\$56.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$101.00
D80L	NON-PCB ARTICLES FOR LANDFILL	30DM	\$94.50
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	85DM	\$447.00
FB1	LIQUID FOR FUEL	55DM	\$96.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$96.00
FB3	SEMI-LIQUID FOR FUEL	55DM	\$178.50
FB3R	WASTE LATEX PAINT RECYCLING	55DM	\$218.00
FB4	ORGANIC SOLID FOR FUEL	55DM	\$178.50
FB5	SOLID FUL NON PROCESS-ABLE (CONTAINS DEBRIS)	55DM	\$168.00
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	05DM	\$84.00

LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENTS	05DM	\$50.50
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENTS	30DM	\$147.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENTS	55DM	\$196.50
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$50.50
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$168.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$224.00
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	05DM	\$94.50
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$336.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	\$50.50
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	\$252.00
LBD2	NI-CLAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	\$39.00
LBD2	NI-CLAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	\$183.00
LBD2	NI-CLAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$308.00
LBRR	LITHIUM BATTERIES FOR RECLAMATION	05DM	\$94.50
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$50.50
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$147.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$196.50
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$50.50
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	\$147.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	\$196.50
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	\$50.50
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	\$134.50
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$196.50
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$531.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$50.50
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$147.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$196.50
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	\$50.50
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	\$147.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	\$196.50
LCCRQ	AEROSOLS FOR INCINERATION	05DM	\$82.00
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$102.00
LCCRQ	AEROSOLS FOR INCINERATION	55DM	\$135.50
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$476.00
LCHG1	ELEMENTAL MERCURY FOR TREATMENT/STABILIZATION Minimum price \$473.00 per 5 gallon pail	LBS	\$21.00
LCHG2	LABPACK MERCURY DEVICES/MERCURY DEBRIS FOR RETORT	05DM	\$313.00
LCHG2	LABPACK MERCURY DEVICES/MERCURY DEBRIS FOR RETORT	30DM	\$490.50
LCHG2	LABPACK MERCURY DEVICES/MERCURY DEBRIS FOR RETORT	55DM	\$944.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	\$486.00

LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	16DM	\$974.50
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	30DM	\$1216.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	\$1623.00
LCHG5	LABPACK MERCURY SALTS AND SOLUTIONS FOR LANDFILL	05DM	\$313.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$11.25
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYME	\$224.00
LLF	LABPACK FOR LANDFILL	55DM	\$56.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$234.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$168.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$420.00
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$84.00
CH1150493	AEROSOLS CAN RESIDUAL WASTE	55DM	\$87.00
CH1173054	EXEMPT PESTICIDES SOLIDS	55DM	\$309.00
CH1185636	LATEX PAINT CONTAMINATED WITH MERC Minimum price \$489.00 per 55 gallon drum	LBS	\$1.40
CH25013	SODIUM HYPOCHLORITE/SODIUM HYDROXIDE SOLUTION	55DM	\$323.50
CH669529	R12, R22, & R134A MIXTURE	CYME	\$224.00

- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/28/2012 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/2012	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/2014	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/2015	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/2015 – 08/27/2016	\$485,564.75	\$1,942,259.00
Amendment No. 5: Option 2 08/28/2016 – 08/27/2017	\$485,564.75	\$2,427,823.75
Amendment No. 6: Option 3 08/28/2017 – 08/27/2018	\$485,564.75	\$2,913,388.50
Amendment No. 7: 12 Month Holdover 08/28/2018 – 08/27/2019	\$0.00	\$2,913,388.50

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

**CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.**

William B. Hallam
Signature

WILLIAM B HALLAM
Printed Name of Authorized Person

SVP GULF REGION
Title

5/22/18
Date

CITY OF AUSTIN

Sandy Wirtanen
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

5/22/18
Date



**Amendment No. 6
of
Contract No. NA120000173
for
Collection, Transportation and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin**

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 28, 2016 the term for the extension option will be August 28, 2017 to August 27, 2018 and there are no remaining options.
- 2.0 The total contract amount is increased by \$485,564.75 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/28/12 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/12	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/14	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/15	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/15 – 08/27/16	\$485,564.75	\$1,942,259.00
Amendment No. 5: Option 2 08/28/16 – 08/27/17	\$485,564.75	\$2,427,823.75
Amendment No.6: Option 3 08/28/17 – 08/27/18	\$485,564.75	\$2,913,388.50

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: William B Hallam

Printed Name: WILLIAM B HALLAM
Authorized Representative SVP TECH SERVICES

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Signature: Linell Goodin-Brown 8/6-17
Linell Goodin-Brown, Contract Management Supervisor II
City of Austin
Purchasing Office



Amendment No. 5
of
Contract No. NA120000173
for
Collection, Transportation and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 28, 2016 the term for the extension option will be August 28, 2016 to August 27, 2017 and there is one remaining option.
- 2.0 The City hereby accepts a 2.5% price increase for Collection, Transportation and Disposal of Household Hazardous Wastes effective date of this change is 08/28/2016.
- 3.0 Services shall be provided in accordance with the Clean Harbors Environmental Services, Inc. quote submitted on 8/9/2016.

Waste Code	Description	UOM	Price (USD)
CBP	SOLIDS TO HAZARDOUS LANDFILL	30DM	\$101.00
CCRK	SOLIDS FOR INCINERATION	55DM	\$213.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	55DM	\$272.00
CFL1	MERCURY BULBS FOR RECLAMATION	4FTB	\$47.00
CFL1	MERCURY BULBS FOR RECLAMATION	8FTB	\$47.00
CFL2	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$217.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$217.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	16DM	\$174.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	20DM	\$174.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	30DM	\$217.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	55DM	\$290.00
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	55DM	\$293.00
CHBD	PCB BALLASTS >50PPM FOR RECLAIM	30DM	\$90.00
CHG-2	METALLIC MERCURY DEVICES / DEBRIS FOR RETORT	05DM	\$463.00
CNO	NON HAZARDOUS SOLID	55DM	\$53.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$96.00
D80L	NON-PCB ARTICLES FOR LANDFILL	30DM	\$90.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	85DM	\$426.00
FB1	LIQUID FOR FUEL	55DM	\$91.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$91.00
FB3	SEMI-LIQUID FOR FUEL	55DM	\$170.00
FB3R	WASTE LATEX PAINT RECYCLING	55DM	\$208.00
FB4	ORGANIC SOLID FOR FUEL	55DM	\$170.00

Waste Code	Description	UOM	Price (USD)
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	55DM	\$160.00
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	05DM	\$80.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$48.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$140.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$187.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$48.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$160.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$213.00
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	05DM	\$90.00
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$320.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	\$48.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	\$240.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	\$37.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	\$174.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$293.00
LBRR	LITHIUM BATTERIES FOR RECLAMATION	05DM	\$90.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$48.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$140.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$187.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$48.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	\$140.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	\$187.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	\$48.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	\$128.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$187.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$506.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$48.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$140.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$187.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	\$48.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	\$140.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	\$187.00
LCCRQ	AEROSOLS FOR INCINERATION	16DM	\$78.00
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$97.00
LCCRQ	AEROSOLS FOR INCINERATION	55DM	\$129.00
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$453.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	05DM	\$298.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	30DM	\$467.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	55DM	\$899.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	\$463.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	16DM	\$928.00

Waste Code	Description	UOM	Price (USD)
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	30DM	\$1158.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	\$1546.00
LCHG5	LABPACK MERCURY SALTS AND SOLUTIONS FOR LANDFILL	05DM	\$298.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$10.70
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYME	\$213.00
LLF	LABPACK FOR LANDFILL	55DM	\$53.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$223.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$160.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$400.00
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$80.00
CH1150493	AEROSOLS CAN RESIDUAL WASTE	55DM	\$83.00
CH1173054	EXEMPT PESTICIDE SOLIDS	55DM	\$294.00
CH1185636	LATEX PAINT CONTAMINATED WITH MERC Minimum Price \$466.00 per 55 gallon drum	LBS	\$1.33
CH25013	SODIUM HYPOCHLORITE/SODIUM HYDROXIDE SOLUTION	55DM	\$308.00
CH669529	R12, R22 & R134A MIXTURE	CYME	\$213.00

- 4.0 The total contract amount is increased by \$485,564.75 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/28/12 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/12	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/14	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/15	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/15 – 08/27/16	\$485,564.75	\$1,942,259.00
Amendment No. 5: Option 2 08/28/16 – 08/27/17	\$485,564.75	\$2,427,823.75

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

William B Hallam

Printed Name: *William B Hallam*
Authorized Representative

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Signature:

Linell Goodin-Brown

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

8-22-



Amendment No. 4
of
Contract No. NA120000173
for
Collection, Transportation and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 28, 2015 the term for the extension option will be August 28, 2015 to August 27, 2016 and there are two remaining options.
- 2.0 The City hereby accepts the price increase for Collection, Transportation and Disposal of Household Hazardous Wastes effective date of this change is 08/28/2015:

Waste Code	Description	UOM	Price (USD)
CCRK	SOLIDS FOR INCINERATION	55DM	\$208.00
CFL1	MERCURY BULBS FOR RECLAMATION	4FTB	\$46.00
CFL1	MERCURY BULBS FOR RECLAMATION	8FTB	\$46.00
CFL2	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$212.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	30DM	\$212.00
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	55DM	\$286.00
CHBD	PCB BALLASTS >50PPM FOR RECLAIM	30DM	\$88.00
CNO	NON HAZARDOUS SOLID	55DM	\$52.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$94.00
D80L	NON-PCB ARTICLES FOR LANDFILL	30DM	\$88.00
FB1	LIQUID FOR FUEL	55DM	\$89.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$89.00
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	55DM	\$203.00
FB4	ORGANIC SOLID FOR FUEL	55DM	\$166.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	55DM	\$156.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$47.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$137.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$182.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$47.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$156.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$208.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	\$47.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	\$234.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	\$36.00

Waste Code	Description	UOM	Price (USD)
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	\$170.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$286.00
LBRR	LITHIUM BATTERIES FOR RECLAMATION	05DM	\$88.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	\$47.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	\$125.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$182.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$494.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$47.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$137.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$182.00
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$442.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	05DM	\$291.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	30DM	\$456.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	55DM	\$877.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	\$1,508.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$10.40
LLF	LABPACK FOR LANDFILL	55DM	\$52.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$156.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$390.00
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$78.00
CH669529	R12, R22 & R134A MIXTURE	CYME	\$208.00

- 3.0 Services shall be provided in accordance with the Clean Harbors Environmental Services, Inc. quote submitted on 8/18/2015.
- 4.0 The total contract amount is increased by \$485,564.75 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/28/12 – 08/27/2015	\$1,456,694.25	\$1,456,694.25
Amendment No. 1: Updated Vendor Code 12/04/12	\$0.00	\$1,456,694.25
Amendment No. 2: Clarification 02/05/14	\$0.00	\$1,456,694.25
Amendment No. 3: Clarification 06/03/15	\$0.00	\$1,456,694.25
Amendment No. 4: Option 1 08/28/15 – 08/27/16	\$485,564.75	\$1,942,259.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.


7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 


Printed Name: **MARK MOONEY**
Authorized Representative

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Signature: 

Jonathan Dalchau, Senior Buyer
City of Austin
Purchasing Office

8/27/2015

Signature: 

Danielle Lord, Corporate Purchasing Manager
City of Austin
Purchasing Office



Amendment No. 3
of
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and
The City of Austin

The City hereby modifies the above referenced contract as follows:

- 1.0 Clean Harbors Environmental Services, Inc. agrees to include additional HWM (hazardous waste material) pick-up/collection locations to include the following:
 - 1.1 The Convention Center- physical location for collections to be 500 East Cesar Chavez Street, Austin, Texas 78701 (estimated 1 per month).
 - 1.2 Austin Water- will have several collection locations and will provide particular location information prior to collection request (estimated 7 collections per year).
 - 1.3 Austin Aviation- physical location for collections 3819 Bergstrom Drive, Austin, Texas 78719, located behind the Motor Pool (estimated 2 per year).
- 2.0 Clean Harbors agrees to waive any and all transportation/trip costs to collect materials from the additional locations, as per the current contract terms for the original collection site. Fees for materials collected from the additional locations shall be at the same rates as the original revised bid sheet, per the existing contract.
- 3.0 The parties agree the collection services required from these added locations will be on an infrequent pick-up basis, not likely to exceed three (3) additional stops for collections per month in addition to the original contract location as indicated in Section 5, Pickup requirements, and Bid Sections 3.14.1 and 3.14.2.
- 4.0 In an effort to reduce the carbon footprint, The City of Austin agrees to make every effort to schedule the additional location collections on the same day as original contract location at the HWCF, located at 2514 Business Center Drive, Austin, Texas. The City will also strive to ensure the additional collect sites are at or near maximum load capacities as well, but no guarantees are provided.
- 5.0 The total contract amount is increased by \$0. The total contract authorization is recapped below.

Term	Action Amount	Contract Amount
Base Term: 8/28/12 – 8/27/15	\$485,564.75	\$485,564.75
Amendment No. 1: Updated Vendor Code	\$0.00	\$485,564.75
Amendment No. 2: Clarification	\$0.00	\$485,564.75
Amendment No. 3: Clarification	\$0.00	\$485,564.75

6.0 MBE/WBE goals were not established for this contract.

7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

8.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Charles Brian Key

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Signature: Danielle Lord 6/3/15

Danielle Lord, Corporate Contract Compliance Manager
City of Austin
Purchasing Office



4303 Profit Drive
San Antonio, TX 78219
www.cleanharbors.com

08-18-2015

Attn: Mr Donald Hardee
Austin City of
2514 Business Center Drive
HHW Collection Center
Austin, TX 78744

Report #35887

Dear Mr Hardee:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

- . Waste Transportation & Disposal
- . Laboratory Chemical Packing
- . Field Services
- . 24-Hour Environmental Emergency Response
- . Industrial Services
- . Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,

Filmore Paul Bordelon
Account Manager
Phone: 2 257.781.234e, xt3502

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CBP	SOLIDS TO HAZARDOUS LANDFILL	30DM	
CCRK	SOLIDS FOR INCINERATION	55DM	\$208.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	55DM	
CFL1	MERCURY BULBS FOR RECLAMATION	4FTB	\$46.00
CFL1	MERCURY BULBS FOR RECLAMATION	8FTB	\$46.00
CFL2	MISC. MERCURY BULBS FOR RECLAIM	30DM	\$212.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	30DM	
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	16DM	
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	20DM	
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	30DM	\$212.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	55DM	
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	55DM	\$286.00
CHBD	PCB BALLASTS >50PPM FOR RECLAIM	30DM	\$88.00
CHG-2	METALLIC MERCURY DEVICES / DEBRIS FOR RETORT	05DM	
CNO	NON HAZARDOUS SOLID	55DM	\$52.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$94.00
D80L	NON-PCB ARTICLES FOR LANDFILL	30DM	\$88.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	85DM	
FB1	LIQUID FOR FUEL	55DM	\$89.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$89.00
FB3	SEMI-LIQUID FOR FUEL	55DM	
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	55DM	\$203.00
FB4	ORGANIC SOLID FOR FUEL	55DM	\$166.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	55DM	\$156.00
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	05DM	
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$47.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$137.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$182.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$47.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$156.00
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$208.00
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	05DM	

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	\$47.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	\$234.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	\$36.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	\$170.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$286.00
LBRR	LITHIUM BATTERIES FOR RECLAMATION	05DM	\$88.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	\$47.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	\$125.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$182.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$494.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$47.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$137.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$182.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	
LCCRQ	AEROSOLS FOR INCINERATION	16DM	
LCCRQ	AEROSOLS FOR INCINERATION	30DM	
LCCRQ	AEROSOLS FOR INCINERATION	55DM	
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$442.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	05DM	\$291.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	30DM	\$456.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	55DM	\$877.00
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	16DM	



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	30DM	
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	\$1508.00
LCHG5	LABPACK MERCURY SALTS AND SOLUTIONS FOR LANDFILL	05DM	
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$10.40
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYME	
LLF	LABPACK FOR LANDFILL	55DM	\$52.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$156.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$390.00
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$78.00

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
CH669529	R12, R22 & R134A MIXTURE	CYME	\$208.00



Clean Harbors House Hold Hazardous Waste Pricing Schedule

GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Prices effective August 28, 2015 and valid for one year thereafter.
3. Terms: Net 30 Days
4. Interest to accrue at the rate of 1.5% per month or the maximum allowed by law after 30 days.
5. Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
6. Materials subject to additional charges if they do not conform to the listed specifications.
7. Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
8. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 11.0%, is included in our quoted pricing.
9. Pickups that require same day or next day service may be subject to additional charges.
10. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
11. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
12. All drums for disposal must be in D.O.T. approved containers and in good condition.
13. All containers must be marked with the Clean Harbors' profile number.
14. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOTE 630%.
15. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. This charge may be sent as a supplemental invoice.
16. Out of Service (OSD) for PCB incinerables should be clearly identified in Section J of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
17. 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.
18. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
19. Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
20. Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

August 28, 2012

Clean Harbors Environmental Services, Inc.
Jay Urbansky
42 Longwater Drive
Norwell, MA 02061

Dear Jay Urbansky:

The Austin City Council approved the execution of a contract with your company for Collection, Transportation, and Disposal of Household Hazardous Wastes in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Donald Hardee
Department Contact Email Address:	donald.hardee@austintexas.gov
Department Contact Telephone:	512-974-4345
Project Name:	Collection, Transportation, and Disposal of Household Hazardous Wastes
Contractor Name:	Clean Harbors Environmental Services, Inc.
Contract Number:	NA120000173
Contract Period:	8/28/2012 – 2/27/2015
Extension Options:	3-12 mo.
Contract Amount:	\$485,564.75 (annually)
Requisition Number:	1500 12060100387
Solicitation Number:	SDC0249
Agenda Item Number:	38
Council Approval Date:	8/23/2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Steve Cocke
Buyer II
Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Clean Harbors Environmental Services, Inc. ("Contractor")
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
Contract Number NA120000173**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Clean Harbors Environmental Services, Inc. having offices at Norwell, MA 02061 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SDC0249.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), SDC0249 including all documents incorporated by reference

1.1.3 Clean Harbors Environmental Services, Inc. Offer, dated June 28, 2012, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,456,694.25 for the initial Contract term and \$485,564.75 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.


In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of

Authorized Person: Jeff Dilbert

Signature: _____



Title: _____

Corporate Purchasing Manager

Date _____

8/28/2012



Amendment No. 2
of
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
And the
City of Austin

1.0 The City hereby modifies the above referenced contract with the following:

1.1 Clarification to add the following item to the price list:

Waste Code LCHG4 – Labpack Mercury Salts and Solutions for Retort = \$1,450.00 / 55 gal on drum

2.0 Services shall be provided in accordance with the Clean Harbors Environmental Services, Inc. quote submitted on 6/28/2012 and 2/5/2014.

3.0 The total contract amount is increased by \$0. The total contract authorization is recapped below:

Term	Action Amount	Contract Amount
Base Term: 8/28/12 – 2/27/15	\$485,564.75	\$485,564.75
Amendment No. 1: Updated Vendor Code	\$0.00	\$485,564.75
Amendment No. 2: Clarification	\$0.00	\$485,564.75

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: William B. Hallam

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Signature: [Signature]

Danielle Lord, Corporate Contract Compliance Manager
City of Austin
Purchasing Office



Clean Harbors Environmental Services, Inc.
4303 Profit Drive
San Antonio, TX 78219
www.cleanharbors.com

February 5, 2014

Attn: Mr. Donald Hardee
Austin City of
2514 Business Center Drive
HHW Collection Center
Austin, TX 78744

Quote #1842088

Dear Mr. Hardee:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your self-packaged laboratory chemical waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing laboratory chemical management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Jay Urbansky
Account Manager
Clean Harbors
(c) 210.380.4968
urbansky.john@cleanharbors.com

cc: John A Guzman -



February 5, 2014
Clean Harbors, Quote #1842088

Page 2 of 3

ADDITIONAL HHW RATES

DISPOSAL

Profile/Waste Code	Waste Description	UOM	Price
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	55 gallon drum	\$1,450.00

Transportation price is included in the disposal price.

TRANSPORTATION

Transportation price is included in the disposal price.

A demurrage charge of \$0.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)
26 to 35	1.25 hour(s)
36 to 40	1.5 hour(s)
41 to 45	1.5 hour(s)
46 to 50	1.75 hour(s)
51 to 80	2 hour(s)

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.



February 5, 2014
Clean Harbors, Quote #1842088

Page 3 of 3

GENERAL CONDITIONS

- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, is included in our quoted pricing. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- 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.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 1842088



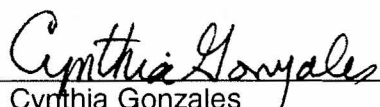
**Amendment No. 1
of
Contract No. NA120000173
for
Collection, Transportation, and Disposal of Household Hazardous Wastes
between
Clean Harbors Environmental Services, Inc.
and the
The City of Austin**

1.0 The Contract is hereby amended as follows: Change the Contractor's information as requested by the Contractor on September 2012:

	From	To
Vendor Name	Clean Harbors Environmental Services, Inc.	Clean Harbors Environmental Services, Inc.
Vendor Code (for City use only)	V00000900344	CLE7163070
Vendor Federal Tax ID (FEIN)		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.



Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin, Purchasing Office

1/4/13

Date

	Vendor Name	dba	FEIN	City Vendor Code	Associated Contract	Verified in AIMS
1	Clean Harbors Environmental Services, Inc.	none		V00000900344	NA120000173	This contract is tied to this VC and FEIN, but the name on the record in AIMS says Clean Harbors Disposal Services, Inc.
2	Clean Harbors Disposal Services, inc.	none		V00000900344		yes - matches
3	Clean Harbors Environmental Services	Clean Harbors Env. Services		CLE7163070	NA110000012	This contract is tied to this VC and FEIN, but the name on the record in AIMS says Clean HarborsEnvironmental
4	Clean Harbors Environmental Services, Inc.	none		V00000907248		



INVOICE
Invoice No 6X1234500

REMIT TO:
Clean Harbors Env. Services
PO Box 3442
Boston, MA 02241-3442

SOLD TO:
Donald Hardee
Austin City of
PO Box 1088
Austin, TX 78767- 1088

OFFICE:
Clean Harbors Env Services Inc
4303 Profit Drive
San Antonio, TX 78219
(210) 304-3000

*If you have any questions regarding this invoice, please
contact your customer service representative at the
telephone number listed above*

JOB SITE/GENERATOR:
Clean Harbors Env Services Inc
2514 Business Center Drive
Austin, TX 78744

Job Description: HHW Permanent Onsite

**** Payable in USD funds ****

Last Service Date	Invoice No	Customer	Sales Order	Purchase Order	Terms
07 Sep 2012	6X1234500	AUS0374	6X4601761	NA120000173	NET 30 DAYS

Last Service Date	Task	Task Type	Description	Total
28 Sep 2012	6X4601761-002	GENERAL	Disposal	\$41,149.00
22 Sep 2012	6X4601761-003	DISPOSAL	Lithium Batteries via BGB	\$85.00
SUBTOTAL				\$41,234.00
TAX				\$0.00
PLEASE PAY THIS AMOUNT → INVOICE TOTAL				\$41,234.00

10-29-12A10:42 RC

Interest will be charged at a rate of 1.5% per month for all past due amounts.



4303 Profit Drive
San Antonio, Texas 78219

June 29, 2012

Steve Cocke, Buyer II
City of Austin, Texas
Purchasing Office
Municipal Building
124 W 8th Street, Room 310
Austin, Texas 78701

Re: Solicitation No. SDC0249 – Collection, Transportation and Disposal of Household Hazardous Wastes

Dear Mr. Cocke:

Clean Harbors Environmental Services is pleased to present the following Proposal to the City of Austin for household hazardous waste disposal services. Clean Harbors is experienced in providing this service to the City and will provide quality professional services, trained and experienced staff, and hazardous waste transportation and disposal services in full compliance with all federal, state, and local health and safety and regulatory standards.

Clean Harbors is a publicly traded company who maintains a vast network of service centers and waste management, treatment and disposal facilities, providing a broad range of environmental services throughout the United States and Canada. We service over 42,000 customers, including many of the Fortune 500 Companies. With over 32 years of experience, Clean Harbors is an innovative leader, committed to preserving our natural environment and adhering to strict government regulations.

By owning and operating North America's largest portfolio of disposal facilities supported by our network of over 100 service centers, the Company can treat nearly all forms of hazardous and non-hazardous wastes. This makes Clean Harbors the only hazardous waste management company with the capability to take complete responsibility for all of a customer's waste streams, from collection and characterization to final treatment and disposal.

Clean Harbors has been performing Household Hazardous Waste programs since 1986, and has positioned itself as the leader of HHW management programs in North America. We service approximately 3,000 permanent HHW collection sites per year. **Clean Harbors has performed over 20,000 household hazardous waste collection events over the last two decades.** These events have ranged from small one-day collections to multiple-site regional and statewide collections. Types of programs managed include:

- Permanent HHW Collection Facilities
- Multiple One Day Collection Events
- Door- to-Door Collection Programs
- Reuse Programs
- Conditionally Exempt Small Quantity Generator Programs (CESQG)
- Emergency/Disaster-Related HHW Programs
- Temporary HHW Collection Events
- Mobile HHW Collection Facilities
- Agriculture Pesticide Collection Events
- Landfill Load Check Programs
- Small Quantity Generator Programs (SQG)
- Recycle Only Events - Antifreeze, Batteries, Oil and Paint (ABOP)

We intend to provide all the materials, technical service, labor, transportation and disposal options to support your program utilizing our own in-house resources. Our goals are to serve the public efficiently, and responsibly dispose of waste materials collected in an environmentally sound and cost-effective

"People and Technology Creating a Better Environment"



manner. Clean Harbors is committed to recycling the maximum amount of household hazardous waste collected from community programs.

There are specific advantages to choosing Clean Harbors as your provider for Household Hazardous Waste collection, transportation and disposal. Our history evidences several factors, such as experience, flexibility, and industry leadership, which set Clean Harbors apart from other HHW providers. At the forefront of all collection activities are:

- ✓ Participant, municipal, and worker safety
- ✓ Program efficiency
- ✓ Environmental responsibility

We are delighted to offer the City our experience, qualifications and technologies. We understand the unique requirements of managing successful HHW collection programs. Clean Harbors can offer cost effective and compliant methodologies for the management of the waste, as well as state-of-the-art technologies that conveniently provide concurrent waste tracking information and reports. By choosing Clean Harbors to provide waste collection, packaging, transportation and disposal services, the City will receive access to all of the supplies, materials and experienced personnel needed to successfully operate its Program, as well as the best facilities to manage the hazardous wastes and associated liabilities.

Our Offer consists of the following documents:

- Cover Page (IFB Offer Sheet)
- Bid Sheet (0600)
- Reference Sheet (0700)
- Equal Employment/Fair Housing Office Non-Discrimination Certification (0800)
- Non-Suspension or Debarment Certification (0805)
- Bid Affidavit (0810)
- Living Wage and Benefits Contractor Certification (0815)
- Living Wage and Benefits Employee Certifications (0820)
- Nonresident Bidder Provisions (0835)
- MBE/WBE No Goals Form (0900)
- Disposal Sites, Treatment Methods and Unacceptable Waste
- Clean Harbors Hazardous Waste Management Facility Permit Information
- Regulatory Compliance Summaries

We would be pleased to respond to any questions or requests for clarification of this proposal in writing or in person. If you desire such clarification, please contact **Jay Urbansky, Account Manager** at (210) 380-4968 or via e-mail Urbansky.john@cleanharbors.com.

Sincerely,

Roger Maag
Proposal Manager

cc. Jay Urbansky, Account Manager
Brian Key, Technical Services General Manager

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SDC0249

DATE ISSUED: 6/11/2012

COMMODITY/SERVICE DESCRIPTION: Collection, Transportation, and Disposal of Household Hazardous Wastes

REQUISITION NO.: 1500 12060100387

COMMODITY CODE: 92645

PRE-BID CONFERENCE TIME AND DATE: 6/19/2012 @ 10:00 A.M.

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID DUE PRIOR TO: 7/3/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 7/3/2012 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY


Signature of Person Authorized to Sign Offer

By the signature below, I certify that I have submitted a binding offer.

George L. Curtis - EVP, Pricing & Proposals
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: June 28, 2012

Company Name: Clean Harbors Environmental Services, Inc.

Address: 42 Longwater Drive

Email Address: (Local Contact: Jay Urbansky)

City, State, Zip Code Norwell, MA 02061

Urbansky.john@cleanharbors.com

Phone No. (210) 380-4968
(Local Contact)

Fax No. (210) 333-2041



City of Austin



INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Collection, Transportation, and Disposal of Household Hazardous Waste

IFB No.: SDC0249

Addendum No. 1

Date of Addendum: June 15, 2012

1.0 Please incorporate the revised bid sheets (attached) into the above referenced Invitation for Bid. Any bid sheets submitted other than the attached sheet, will be deemed non-responsive and not be considered for evaluation.

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke

Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: Clean Harbors Env. Svcs., Inc.
Bidder

George L. Curtis June 28, 2012
Authorized Signature Date
(George L. Curtis - EVP Pricing & Proposals)

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

INVITATION FOR BID

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Collection, Transportation, and Disposal of Household Hazardous Wastes

IFB No.: SDC0249

Addendum No. 2

Date of Addendum: 6/25/2012

1.0 The following clarifications are provided in response to questions from potential respondents:

Q- Question

A-Answer

Q. Is a bid bond or guarantee required? If so, what dollar amount?

A. No bid bond is required.

Q. Can a vendor provide alternative technology for the waste streams on the bid?

A. No

Q. Would you be able to submit a specific supply list itemizing all supplies required for the HHW facility for pricing purposes?

A. List is Attached.

Q. Are payment terms within 30 days?

A. Yes per City of Austin terms and conditions para. 13.

Q. Unless specified as bulk on the bid sheet, can we assume pricing is based on loosepack?

A. Yes

Q. Page 7, item 3.11.4 of the document file "0500 (IFB) Specification" mentions drum inventory sheets.

Is this required, or can container be shipped as loose packs (inventories not required)?

A. Shipped as loose packs, inventory sheet not required.

Q. Page 8, item 3.14 of the document file "0500 (IFB) Specification" mentions training is to be included.

Does this refer to annual 8-hour refresher training for the city staff, or is this specific to on site HazCat Training only?

A. Training will be vendor training of HHW staff on any vendor's specific packaging requirements.

Q. Page 3, item 7 of Section 0400(Supplemental Purchase Provisions), states MSDS submittal is required. Does this apply to this specific contract, and we are required to submit MSDS for all potential waste streams?

A. MSDS will not be required.

Q. Page 1, item 1.4 of section 0600 (Bid Sheet) refers to Flammable Liquids for incineration. Does this include toxic materials, and are we allowed to give recycle options vs. incineration?

A. This does include toxic materials, therefore incineration is preferred.

Q. Page 2, item 2.15 of Section 0600 (Bid Sheet) references MAPP Gas/incineration. Is incineration required, or is recycle an option?

A. Although recycling is an option, we will keep it as incineration for fairness to all bidders.

Q. Page 3, item 2.15 Section 0600 (Bid Sheet) references cylinder return is requested regarding Freon. Is there a Required turnaround time for cylinder return?

A. One Month

Q. Page 3, item 2.17 of Section 0600 (Bid Sheet) refers to crushed/broken fluorescent lamps. Does the City have a crusher on site, or will they mainly ship as whole bulbs?

A. These are bulbs which arrive at the collection facility broken. There is no bulb crusher on site and the majority of bulbs are shipped whole.

Q. On line 2.12 (lithium-ion batteries), we do not pack in anything larger than a 5-gallon drum for safety reasons. The bid is requesting a price for a 30 gallon drum in addition to a 5 gallon drum. How should we handle adding a disposal price for a size that we would not use? Should we put N/A or would that be considered unresponsive?

A. **Section 0600 (Bid Sheet) Line item 2.12, (Li-Ion Batteries, Recycle). Vendors do not need to bid the 30 Gallon Drum line item, it will not be considered part of the pricing. Bid only the 5 Gallon pail line item.**

Q. If we have a disposal technology that is a lower cost than what is listed for a line item on the bid sheet (incin, recycle, etc.), should we correct the bid sheet to show the disposal technology that we would propose using?

A. We would prefer recycling over other options. Therefore, we would not want to have a recycling option changed because another method is less expensive.

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: Clean Harbors Env. Svcs., Inc. George L. Curtis June 28, 2012
Bidder Authorized Signature Date
(George L. Curtis - EVP Pricing & Proposals)

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

Q. Would you be able to submit a specific supply list itemizing all supplies required for the HHW facility for pricing purposes?

A. Other than waste containers (drums, boxes, etc), our records show the City of Austin HHW Program ordered the following supplies over the fiscal year 2011:

18 boxes of medium Nitrile Gloves

80 boxes of XL Nitrile Gloves

42 packs (12 pair in each) of leather work gloves

3 boxes Tyvek Aprons

7 boxes Large Tyvek

6 boxes XL Tyvek

2 boxes of 2XL Tyvek

1 box of 3XL Tyvek

97 bags of oil absorbant

100 bags of vermiculite/saw dust

2 rolls visqueen

46 packs pH paper (100 strips each)

48 rolls of duct tape

25 rolls threaded packing tape

108 rolls of clear packing tape

1 box of marking crayons



CITY OF AUSTIN, TEXAS
Purchasing Office

(REVISED) BID SHEET

COPIES OF BID: Bidder shall furnish **TWO (2) COPIES** of its signed bid, and related documents.

BASIS OF AWARD: The City reserves the right to make award in accordance with the attached
"Solicitation Instructions".

Bidder submits the following prices for all Bidder setup and preparation, labor, equipment, materials, and services necessary for the categorization, packaging, transportation, and disposal of hazardous wastes attached specification.

QUANTITIES SHOWN ARE MERELY ESTIMATES AND DO NOT OBLIGATE THE CITY TO ORDER OR ACCEPT MORE THAN THE CITY'S ACTUAL REQUIRED SERVICES DURING THE PERIOD OF THIS AGREEMENT AS DETERMINED BY ACTUAL NEEDS AND AVAILABILITY OF FUNDS.

<u>WASTE STREAM /DISPOSAL METHOD</u>		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
<u>1.0 LABPACKS</u>	LCCRC			
1.1 Toxic Solids, Incineration				
Cubic yard box		100	\$ 475.00/box	\$ 47,500.00
55-gallon drum		50	\$ 175.00/drum	\$ 8,750.00
30-gallon drum		10	\$ 120.00/drum	\$ 1,200.00
5-gallon drum		10	\$ 45.00/drum	\$ 450.00
1.2 Corrosives, Chemical Treatment	LAT-A			
55-gallon drum		120	\$ 175.00/drum	\$ 21,000.00
30-gallon drum		20	\$ 131.25/drum	\$ 2,625.00
5-gallon drum		20	\$ 45.00/drum	\$ 900.00
1.3 Oxidizers, Chemical Treatment	LAT-O			
55-gallon drum		60	\$ 200.00/drum	\$ 12,000.00
30-gallon drum		15	\$ 150.00/drum	\$ 2,250.00
5-gallon drum		15	\$ 45.00/drum	\$ 675.00
1.4 Flammable Liquid, Incineration	LCCRD			
55-gallon drum		300	\$ 175.00/drum	\$ 52,500.00
30-gallon drum		15	\$ 131.25/drum	\$ 1,968.75
5-gallon drum		15	\$ 45.00/drum	\$ 675.00
1.5 Non-hazardous (miscellaneous), Chemical Landfill				
55-gallon drum	LLF	10	\$ 50.00/drum	\$ 500.00

1.6	Mercury	LCHG2			
a.	Metallic in containers, Recycle				
	30-gallon labpack drum		2	\$ <u>438.00</u> /drum	\$ <u>876.00</u>
	5-gallon drum		5	\$ <u>280.00</u> /drum	\$ <u>1,400.00</u>
b.	Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill, Retort/Recovery and Recycling Hg.	LCHG2			
	55-gallon labpack drum		5	\$ <u>843.00</u> /drum	\$ <u>4,215.00</u>
	30-gallon drum		3	\$ <u>438.00</u> /drum	\$ <u>1,314.00</u>
	5-gallon drum		5	\$ <u>280.00</u> /drum	\$ <u>1,400.00</u>
1.7	Reactives such as Calcium Carbide, Zinc Powder, Sodium metal (dangerous when wet), Incineration				
	5-gallon labpack drum	LRCT	10	\$ <u>75.00</u> /drum	\$ <u>750.00</u>
1.8	Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide), Incineration				
	5-gallon labpack drum	LRCT	10	\$ <u>75.00</u> /drum	\$ <u>750.00</u>
1.9	Camping Stove-compressed gas containers, Recycle		400	\$ <u>10.00</u> /cyl	\$ <u>4,000.00</u>
		LCY1			
1.10	16 oz. MAPP Gas containers, Incineration		100	\$ <u>10.00</u> /cyl	\$ <u>1,000.00</u>
SUBTOTAL 1.0 (ALL ITEMS 1.1 - 1.10)					\$ <u>168,698.75</u>

2.0 BULK STREAMS

2.1	Mixed solvents & oil-based paint sludge, Fuel blending (55-gallon)				
a.	>10,000 BTUs per pound	FB1			
	< 3% Solids		200	\$ <u>86.00</u> /drum	\$ <u>17,200.00</u>
	< 5% Halogens				
b.	5,000 – 10,000 BTUs per pound	FB2			
	< 10% Solids		200	\$ <u>86.00</u> /drum	\$ <u>17,200.00</u>
	< 5% Halogens				
2.2	Paint sludge, <5,000 BTUs per pound, Incineration				
	55-gallon drum	CCRK	20	\$ <u>200.00</u> /drum	\$ <u>4,000.00</u>
2.3	Paint sludge, >5,000 BTUs per pound, Fuel blending				
	55-gallon drum	FB4	20	\$ <u>160.00</u> /drum	\$ <u>3,200.00</u>
2.4	Oil-based paint in cans, Fuel blending				
	Cubic yard box	LPTP	300	\$ <u>375.00</u> /Cu Yd	\$ <u>112,500.00</u>

2.5	Oil-based paint in cans, Fuel blending 55-gallon drum	LTPP	20	\$ <u>150.00</u> /drum	\$ <u>3,000.00</u>
2.6	Waste latex paint, Solidification and secure chemical landfill 55-gallon drum	CNOS	400	\$ <u>90.00</u> /drum	\$ <u>36,000.00</u>
2.7	Waste latex paint, Recycle 55-gallon drum	FB3R	200	\$ <u>195.00</u> /drum	\$ <u>39,000.00</u>
2.8	Aerosol Cans, Incineration Cubic yard box	LCCRQ	50	\$ <u>425.00</u> /Cu Yd	\$ <u>21,250.00</u>
2.9	Alkaline Batteries, Recycle 30 gallon drum	LBD1	200	\$ <u>225.00</u> /drum	\$ <u>45,000.00</u>
	5 gallon drum		50	\$ <u>45.00</u> /drum	\$ <u>2,250.00</u>
2.10	Lithium Batteries, Recycle 5-gallon drum	LBBR	20	\$ <u>85.00</u> /drum	\$ <u>1,700.00</u>
2.11	Ni-Cd Batteries, Recycle 55-gallon drum	LBD2	1	\$ <u>275.00</u> /drum	\$ <u>275.00</u>
	30-gallon drum		2	\$ <u>163.00</u> /drum	\$ <u>326.00</u>
	5-gallon drum		5	\$ <u>35.00</u> /drum	\$ <u>175.00</u>
2.12	Li-Ion Batteries, Recycle 30-gallon drum	LBBR	2	\$ <u>N/A</u> /drum	\$ _____
	5-gallon drum		5	\$ <u>85.00</u> /drum	\$ <u>425.00</u>
2.13	PCB capacitors/ballasts, Recycle 30-gallon drum	CHBD	5	\$ <u>85.00</u> /drum	\$ <u>425.00</u>
2.14	Non-PCB capacitors/ballasts, Recycle 30-gallon drum	D80L	5	\$ <u>85.00</u> /drum	\$ <u>425.00</u>
2.15	Freon - R12, R22, R134A Disposal/Recycle 30 Pound Cylinder (cylinder return requested) Special Case		15	\$ <u>200.00</u> / Cyl	\$ <u>3,000.00</u>
2.16	Fluorescent lamps, Recycle, 30-gallon fiber, U-Shaped	CFL2	10	\$ <u>204.00</u> /drum	\$ <u>2,040.00</u>
	30-gallon fiber, CFLs	CFL8	10	\$ <u>204.00</u> /drum	\$ <u>2,040.00</u>
	8 ft. box (minimum 18 lamps/box)	CFL1	20	\$ <u>44.00</u> /box	\$ <u>880.00</u>
	4 ft. box (minimum 36 lamps/box)	CFL1	45	\$ <u>44.00</u> /box	\$ <u>1,980.00</u>
2.17	Crushed/broken fluorescent lamps, Retort & Recycle 55-gallon drum (Assume 300 lbs. per drum)	CFL9	3	\$ <u>275.00</u> /drum	\$ <u>825.00</u>

2.18 Solvent-soaked rags, absorbent, >5000 BTU, Solid Fuels 55-gallon drum FB5	5	\$ 150.00/drum	\$ 750.00
2.19 Oily wastewater or oil/water mix (30% oil/70% water) 55-gallon drum CNOS	5	\$ 90.00 /drum	\$ 450.00
2.20 Oil-contaminated soil/absorbent (non-haz) 55-gallon drum CNO	10	\$ 50.00 /drum	\$ 500.00
2.21 Grease, Solid Fuels FB4 55-gallon drum	1	\$ 50.00 /drum	\$ 50.00
SUBTOTAL 2.0 (ALL ITEMS 2.1 - 2.21)			\$ 316,866.00
CONTRACT TOTAL (SUBTOTAL 1.0+SUBTOTAL 2.0)			\$ 485,564.75

3.0 MOBILIZATION CHARGE

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
-----------------	-------------------	-----------------------

Mobilization Charge is for special collection events. Assume 30 Bidder staff for each event. Special events will not exceed two (2) per calendar year. **This is for informational purposes in case a collection event is required. It will not be included in the value of the bid.**

2	\$30,000/event	\$ 60,000.00
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4.0 TREATMENT, STORAGE, OR DISPOSAL FACILITIES (TSDF) TO BE USED FOR THE DURATION OF THE CONTRACT:

- 4.1 Bidder shall submit list of any significant violations over the past ten (10) years (required major correction or subject to fine) for all applicable regulatory agencies including but not limited to: Resource Conservation and Recovery Act, Clean Air Act, Toxic Substances Control Act, and the Occupational Safety and Health Act's general industry standards for all TSDF's used for ultimate disposal. Upon request from the City, Bidder shall submit within seventy-four (74) hours after the bid opening, inspection reports from inspections identifying above violation with an explanation of the notice of violation and any resolution to correct the alleged violation. The Bidder should have few if any notice's of violation from State or Federal agencies, nor should the bidder be engaged in litigation or any enforcement action with any State government or the Federal government.
- 4.2 Bidder shall submit a list of materials or a class of materials that will not be accepted for disposal. Describe procedures to be used to determine whether material will be accepted for disposal.
- 4.3 Bidder shall submit proof of firm's ownership of at least one TSDF, where waste will be shipped to or through and its registration or certificate numbers with the United States Environmental Protection Agency and the Texas Commission on Environmental Quality, or other appropriate state's agency.
- 4.4 Bidder shall submit a list of their corporate and individual experience in handling other household hazardous waste programs. The list shall show experience since 2002 and include: project title, year, and references - title, present address, and phone number of principal personnel for whom prior projects were accomplished. Bidder must provide a minimum of three projects similar in scope and nature that was serviced to the satisfaction of the customer's Program Manager.

Clean Harbors Environmental Services, Inc.

VENDOR BUSINESS NAME

42 Longwater Drive	Norwell	MA	02061-9149
ADDRESS		STATE	ZIP

781-792-5380
(AREA CODE) TELEPHONE

 FEDERAL TAX I.D.#


 AUTHORIZED SIGNATURE

 George L. Curtis, EVP Pricing and Proposal
 PRINTED NAME OF AUTHORIZED
 REPRESENTATIVE

781-792-5900
(AREA CODE) FAX NUMBER

 June 28, 2012
 DATE

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Add Reference

Company's Name	<input type="text" value="City of San Antonio Public Works/Solid Waste"/>		
Name of Contact	<input type="text" value="Joseph Krupa"/>	Contact Title	<input type="text" value="Landfill Maintenance Superintendent"/>
Present Address	<input type="text" value="4410 West Piedras Drive"/>		
City	<input type="text" value="San Antonio"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78228"/>
Telephone Number	<input type="text" value="(210) 207-6447"/>	FAX Number	<input type="text" value="(210) 207-6411"/>
Email Address	<input type="text" value="jkrupa@sanantonio.gov"/>		

Company's Name	<input type="text" value="Dallas County Home Collection"/>		
Name of Contact	<input type="text" value="Earle Blakney"/>	Contact Title	<input type="text" value="Program Coordinator"/>
Present Address	<input type="text" value="11234 Plano Road"/>		
City	<input type="text" value="Dallas"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="75243"/>
Telephone Number	<input type="text" value="(214) 553-1765"/>	FAX Number	<input type="text" value="(214) 553-5007"/>
Email Address	<input type="text" value="eblakney@dallascounty.org"/>		

Company's Name	<input type="text" value="New Braunfels and Comal County Household Hazardous Waste Program"/>		
Name of Contact	<input type="text" value="Carol Edgett"/>	Contact Title	<input type="text" value="HHW Program Coordinator"/>
Present Address	<input type="text" value="150 North Seguin, Suite 201"/>		
City	<input type="text" value="New Braunfels"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78130"/>
Telephone Number	<input type="text" value="(830) 608-8656"/>	FAX Number	<input type="text" value="(830) 608-2026"/>
Email Address	<input type="text" value="cctcje@co.comal.tx.us"/>		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO SDC0249

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

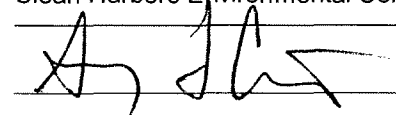
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28th day of June, 2012.

CONTRACTOR

Clean Harbors Environmental Services, Inc

Authorized Signature



Title

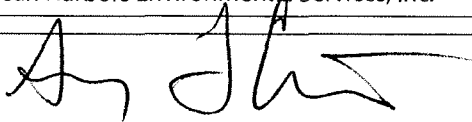
EVP, Pricing and Proposal

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0249

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 1.2em;">Clean Harbors Environmental Services, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 1.2em;">June 28, 2012</div>
Printed Name:	<div style="border: 1px solid black; min-height: 1.2em;"></div>		
Title:	<div style="border: 1px solid black; min-height: 1.2em;">George L. Curtis, EVP Pricing and Proposal</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0249
FOR

Collection, Transportation, and Disposal of Household Hazardous Wastes

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.


If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:


N/A

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

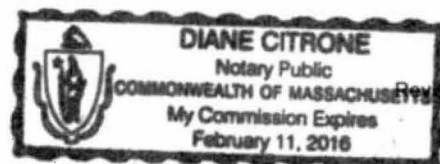
Contractor's Name:	Clean Harbors Environmental Services, Inc.
Printed Name:	George L. Curtis
Title:	EVP, Pricing and Proposal


Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 28th day of June, 2012.


Notary Public

My Commission Expires 2/11/2016



CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. SDC0249

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

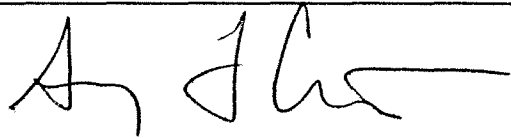
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Kevin M. Dillard	Technical Services Operations Manager
Add Delete	John A. Guzman	CleanPack Specialist
Add Delete	Samuel F. Dorman	Senior Lead CleanPack Chemist
Add Delete	George M. Hernandez	Senior Lead CleanPack Chemist
Add Delete	Ralph Guzman	CleanPack Chemist
Add Delete	David A. Marble	Driver, Class A

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Clean Harbors Environmental Services, Inc.		
Signature of Officer or Authorized Representative:		Date:	Jun 28, 2012
Printed Name:	George L. Curtis		
Title:	EVP - Pricing and Proposals		



SUMMARY OF BENEFITS

All full-time employees working at least thirty (30) hours per week are eligible for health insurance coverage one (1) month from their date of hire. All Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for health insurance coverage one (1) year from their date of hire. Below is a brief explanation of the medical and dental plans (see booklets for further details.)

BLUE CROSS BLUE SHIELD HEALTH CARE PLAN HIGHLIGHTS **Blue Cross Blue Shield Blue: Blue Care Elect Preferred Health Care (PPO) Plan**

As a participant in the Blue Cross Blue Shield: Blue Care Elect Preferred (PPO) Plan, you can take advantage of the following benefit features:

- \$25 co-payment for routine and sick office visits with a Preferred Provider (i.e. internists, family practitioners, pediatricians)
- \$25 co-payment for specialty care (i.e. OB/GYN, dermatologists, ophthalmologists, etc.)
- 80% coverage for in-network expenses and 70% coverage for non-network expenses
- Out-of-pocket co-insurance maximum of \$2,200 per individual/\$4,400 family cap in network
- Non-network deductible of \$250 that must be met for member, with a \$500 family cap.
- Per admission inpatient copayment of \$600
- Lifetime maximum is unlimited
- Vision coverage
 - \$25 co-payment for Eye Exam every 12 months
 - Reimbursement up to \$200 for each member every 24 months for one set of prescription lenses and/or frames or contact lenses

The enhancements of the plan are as follows:

- Website access for area physician listings and additional information
- 24 Hour/7day toll free Customer Service: (800) 810-BLUE- (800) 810-2583
- Member inquiries
- Eligibility and benefit questions
- Medical claims issues
- ID cards
- Blue Cross Blue Shield of Massachusetts website address: www.bluecrossma.com
- To see if you have access to Network providers please call (800) 810-BLUE.

Important: Enrollment and Change forms must be received in Corporate Human Resources with 30 days from the date of hire or change in status

CVS CAREMARK – Pharmacy Provider

- Three-tier drug co-payment structure:
 - Generic (tier one): \$10
 - Preferred Name Brand (tier two): \$30
 - Non-Preferred Name Brand (tier three): \$50
- 90 day supply of long-term medication (mail order)
 - Generic (tier one): \$25
 - Preferred Name Brand (tier two): \$75
 - Non-Preferred Name Brand (tier three): \$125
- CVS Caremark: www.caremark.com or (877) 494-9516

Blue Cross Blue Shield: Advantage Blue - In-Network Only (EPO) Plan

As a participant in the Blue Cross Blue Shield: Advantage Blue Plan, you can take advantage of the following benefit features:

- \$25 co-payment for routine and sick office visits with a Preferred Provider (i.e. internists, family practitioners, pediatricians)
- \$25 co-payment for specialty care (i.e. OB/GYN, dermatologists, ophthalmologist, etc.)
- 80% Coverage for In-Network expenses
- Out-of-pocket coinsurance maximum of \$2,000 per individual/\$4,000 family cap.
- Per admission hospital co-payment of \$500
- Lifetime maximum is unlimited
- Vision coverage
 - \$25 co-payment for Eye Exam every 12 months
 - Reimbursement up to \$200 for each member every 24 months for one set of prescription lenses and/or frames or contact lenses

The enhancements of the plan are as follows:

- Website access for area physician listings and additional information
- 24 Hour/7day toll free Customer Service: (800) 810-BLUE- (800) 810-2853
- Member inquiries
- Eligibility and benefit questions
- Medical claims issues
- ID cards
- Blue Cross Blue Shield of Massachusetts website address: www.bluecrossma.com
- To see if you have access to Network providers please call (800) 810-BLUE.

Important: Enrollment and Change forms must be received in Corporate Human Resources with 30 days from the date of hire or change in status

CVS CAREMARK – Pharmacy Provider

- Three-tier drug co-payment structure:
 - Generic (tier one): \$10
 - Preferred Name Brand (tier two): \$30
 - Non-Preferred Name Brand (tier three): \$50
- 90 day supply of long-term medication (mail order)
 - Generic (tier one): \$25
 - Preferred Name Brand (tier two): \$75
 - Non-Preferred Name Brand (tier three): \$125
- CVS Caremark: www.caremark.com or (877) 494-9516

EMPLOYEE PAYROLL CONTRIBUTION SCHEDULE

Blue Care Elect Preferred Health Care (PPO) Plan

- **Class One:** employees earning \$40,000 annually or below.
- **Class Two:** employees earning \$40,001 - \$80,000.
- **Class Three:** employees earning \$80,001 and above.

Salaried Employee Semi-Monthly Medical Contributions Amounts

	Class One \$40,000 or less	Class Two \$40,001- \$80,000	Class Three \$80,001 and above
Employee	\$45.82	\$52.92	\$64.14
Employee + 1	\$89.45	\$103.31	\$125.23
Family	\$127.30	\$147.03	\$178.22

Hourly Employee Weekly Medical Contributions Amounts

	Class One \$40,000 or less	Class Two \$40,001 - \$80,000	Class Three \$80,001 and above
Employee	\$21.15	\$24.42	\$29.60
Employee + 1	\$41.28	\$47.68	\$57.80
Family	\$58.75	\$67.86	\$82.26

EMPLOYEE PAYROLL CONTRIBUTION SCHEDULE

Advantage Blue Exclusive Provider Health Care In-Network Only Plan (EPO)

- **Class One:** employees earning \$40,000 annually or below.
- **Class Two:** employees earning \$40,001 - \$80,000.
- **Class Three:** employees earning \$80,001 and above.

Salaried Employee Semi-Monthly Medical Contributions Amounts

	Class One \$40,000 or less	Class Two \$40,0001- \$80,000	Class Three \$80,001 and above
Employee	\$42.33	\$48.89	\$59.27
Employee + 1	\$82.65	\$95.46	\$115.71
Family	\$117.63	\$135.86	\$164.68

Hourly Employee Weekly Medical Contributions Amounts

	Class One \$40,000 or less	Class Two \$40,001 -\$80,000	Class Three \$80,001 and above
Employee	\$19.54	\$22.57	\$27.35
Employee + 1	\$38.15	\$44.06	\$53.41
Family	\$54.29	\$62.70	\$76.00

DELTA DENTAL PLAN HIGHLIGHTS

All full-time employees working at least thirty (30) hours per week are eligible for dental insurance through Delta Dental one (1) month from date of hire. All Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for dental insurance one (1) year from date of hire.

Important: Enrollment and Change forms must be received in Corporate Human Resources with 30 days from the date of hire or change in status

Delta Dental Plan

TYPE I

100% of Customary Charges

Diagnostic

Preventative

TYPE II

80% of Customary Charges

Restorative

Oral Surgery
Periodontics
Prosthetic Maintenance
Endodontics
Emergency Dental Care
General Anesthesia

TYPE III

50% of Customary Charges

Major Restorative

TYPE IV

50% of Customary Charges

Orthodontia
Lifetime Maximum
\$1,000

Calendar Year Maximum: \$1,500

Calendar Year Deductible: \$50 per individual on Type II, Type III & Type IV, \$150 per Family

Salaried Employee Semi-Monthly Dental Contribution Amounts

Employee	\$9.57
Employee + 1	\$18.07
Family	\$31.89

Hourly Employee Weekly Dental Contribution Amounts

Employee	\$4.42
Employee + 1	\$8.34
Family	\$14.72

HEALTH CARE REFORM
Eligible Adult Dependents
Medical and/or Dental Requirements

Due to Health Care Reform, your Adult Dependent children up to age 26 may join the plan, regardless of whether they are full-time students, provided they are not eligible for coverage elsewhere. To add a dependent to the plan you must provide a notarized affidavit and birth certificate to the Clean Harbors HR Department. You can find the affidavit located on the employee Portal under Forms → All Forms → Human Resources → CH Affidavit of Adult Dependent Eligibility.

You can enroll your Adult Dependent only if they meet the following qualifications:

- a. Under the age of 26
- b. Married or unmarried dependent
- c. Not required to live at home
- d. Not required to be a dependent on the employee's tax return
- e. Not required to be a student
- f. To be a child of the employee (including adopted children)
- g. Adult Dependent will not be eligible for coverage if they have access to an employer-provided health plan

For more information, contact Clean Harbors HR or the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or www.dol.gov/ebsa/healthreform.

* While not required by Health Care Reform, Clean Harbors is extending this same expanded dependent eligibility definition for the dental plan.

DOMESTIC PARTNER COVERAGE

Clean Harbors offers domestic partner coverage for qualified individuals. Employees enrolling their domestic partner onto their insurance coverage must provide a notarized affidavit stating they have met the domestic partner qualifications. Clean Harbors does not contribute to any medical or dental premium for domestic partners. Contact Corporate Benefits Department for more information and to obtain forms.

PREMIUM CONVERSION PLAN (IRS CODE SECTION 125)

All full-time employees working at least thirty (30) or more hours per week are eligible to participate in the Premium Conversion Plan. This plan allows employees to elect health and dental employee contributions (payroll deductions) on a pre (before) or post (after) tax basis. If health and/or dental deductions are elected on a pre-tax basis, taxable income may be reduced by the amount of income used to pay your portion of the health and dental insurance monthly premiums.

MEDICAL FLEXIBLE SPENDING ACCOUNT
(Benefits Express)

Clean Harbors offers a flexible spending account reimbursement plan for medical and dental expenses not covered under the insurance plan (i.e. office co-pays, deductibles, dental expenses, etc.). Employees can defer between \$100 and \$3,000 on a pre-tax basis via payroll deductions. All full-time employees working at least thirty (30) or more hours per week are eligible to participate in the Medical Flexible Spending Account Plan one (1) month from their date of hire. Multi-beds, Sr. Multi-beds, and Pool Operators are eligible to participate one (1) year from their date of hire. To enroll or to make changes please contact the Corporate Benefits Department.

Also, information may be obtained from Benefits Express by calling (877) 837-5017.

DEPENDENT CARE REIMBURSEMENT PLAN
(Benefits Express)

Clean Harbors offers a Dependent Care reimbursement plan that allows employees to pay for eligible dependent care expenses with pre-tax money up to the annual allowable limit of \$5,000. All full-time employees working at least thirty (30) or more hours per week are eligible to participate in the Dependent Care Reimbursement Plan one (1) month from their date of hire. Multi-beds, Sr. Multi-beds, and Pool Operators are eligible to participate in the Dependent Care Reimbursement Plan one (1) year from their date of hire. To enroll or make changes contact Corporate Benefits Department.

Also, information may be obtained from Benefits Express by calling (877) 837-5017.

LIFE INSURANCE
(The Hartford)

All full-time employees working at least thirty (30) hours per week are eligible for life insurance coverage one (1) month from their date of hire. Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for life insurance coverage one (1) year from their date of hire. Clean Harbors pays the entire premium. The amount of coverage is equal to two (2) times your annual base salary (excluding overtime) up to a maximum of \$250,000. Employees may also insure their spouse/domestic partner for \$2,000 (unless their spouse also works for Clean Harbors) and eligible dependents for \$1,000 (up to the age of 19 or 25 if they are a full time student). Employee Reduction Formula: The Life Insurance Benefit for the employee reduces to 65% at age 70 and 50% at age 75.

ACCIDENTAL DEATH AND DISMEMBERMENT
(The Hartford)

All full-time employees working at least thirty (30) hours per week are eligible for accidental death and dismemberment insurance one (1) month from their date of hire. Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for accidental death and dismemberment insurance one (1) year from their date of hire. The death benefit is equal to the amount of life insurance in force at the time of the accident. Employee Reduction Formula: The Life Insurance (AD&D) Benefit for the employee reduces to 65% at age 70 and 50% at age 75.

SHORT-TERM DISABILITY INSURANCE
(The Hartford)

All full-time employees working at least thirty (30) hours per week are eligible for short-term disability insurance one (1) month from their date of hire. All Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for short-term disability insurance one (1) year from date of hire.

Employees are eligible for disability benefits on the 8th calendar day of a non-occupational injury or illness. Disability benefits are equal to 66 2/3% of your base weekly salary up to a maximum benefit of \$1,000 per week.

Benefits will continue up to a maximum of 26 weeks.

LONG-TERM DISABILITY INSURANCE
(The Hartford)

All full-time employees working at least thirty (30) hours per week are eligible for long-term disability insurance after completing (1) month of employment. All Multi-beds, Sr. Multi-beds, and Pool Operators are eligible for long-term disability insurance one (1) year from date of hire.

Employees are eligible for disability benefits after they have been disabled for (6) six months. Long-term disability benefits are equal to 60% of your base monthly salary up to a maximum benefit of \$15,000 per month. Benefit reductions start at age 60. Please see your insurance booklet for detailed information (contact Benefits Department to obtain booklet)

SICK TIME

All full-time and part-time employees who have been employed for six (6) months are eligible for paid sick time. Sick time is to be used for the employee's illness or injury only. **Multi-beds, Sr Multi-beds, and Pool Operators are not eligible for sick time.

Full time* employees are eligible for forty (40) paid sick hours that can be taken any time during a calendar year. Paid sick hours may be carried over into the next calendar year up to a maximum of eighty (80) paid sick hours per calendar year.

Non-Exempt (hourly) employees may elect to sell back the unused paid sick time to the Company at the rate of 60% at the end of the calendar year.

*Part time employees will eligible for paid sick time on a pro-rata basis.

**Multi-beds, Sr. Multi-beds, and Pool Operators are not eligible for sick time.

PERSONAL TIME

All full-time* employees are eligible for twenty-four (24) hours of personal time per calendar year after twelve (12) months of consecutive employment. Personal days may be taken with manager/supervisor approval. ****All Cat Tech employees are not eligible for personal time**

*Part-time employees will eligible for paid personal time on a pro-rata basis.

VACATION TIME

US EMPLOYEES

Full time employees accrue vacation from their date of hire and may use it as defined below. Part time employees will be eligible for a pro-rata portion of vacation based upon number of scheduled hours worked per week. Newly hired employees may not use vacation until six (6) months from their hire date.

Length of Continuous Active Service	Monthly Accrual	Maximum yearly Accrual
During the first five (5) years	6.6 hrs	80 hrs
From the start of six (6) years through the end of ten (10) years	10.00 hrs	120 hrs
From the start of eleven (11) years	13.336 hrs	160 hrs

Non-exempt (hourly paid) employees are eligible to sell back unused hours to the Company. Full time non-exempt employees must use a minimum of 80 vacation hours of their vacation time per calendar year. Any vacation time accrued and unused in excess of the 80 hours may be sold back to the Company at the end of the calendar year. Refer to the Vacation Sell Back Policy for more details.

For all non-California Employees:

No carry over of vacation time is allowed from one year to another unless approved, in writing, by the Vice President of the region for business necessity.

VACATION TIME

CALIFORNIA EMPLOYEES ONLY

According to state law, all employees in the State of California are eligible to carry over any unused accrued vacation time. The maximum amount of vacation time that any employee may have at any time including carry over will be capped at 2 times their annual accrual.

Length of Service	Annual Accrual	Capped Accrual
0-5 years	80 hours	160 hours
6-10 years	120 hours	240 hours
11+ years	160 hours	320 hours

Example for California Employees: If an employee accrues 80 hours in 2011 and takes no vacation during that year, the employee can then carry over 80 hours to 2012. If during 2012 the employee accrues an additional 80 hours and does not take any vacation, then he/she will have a maximum total of 160 hours (2x the annual accrual). Because this employee has reached the maximum amount of vacation allowed, they will not accrue any additional time until he/she falls below their maximum of 160 hours.

Employees may begin earning vacation accrual again, after reducing below the cap.

Please note, any employee who has accrued vacation time as of 1/1/2011 in excess of capped accrual as set forth above will not earn any additional vacation time until this amount falls below the cap, but they will not forfeit the amount in excess of the cap.

VACATION TIME

CAT TECH EMPLOYEES

Employees accrue vacation from their date of hire. The accrual schedule differs for Full Time Employees and Multi-Beds, Sr. Multi-Beds, and Pool Operators. Newly hired full time employees may not use vacation until six (6) months from their hire date. CAT TECH Sr. Multi beds, Multi Beds and Pool Operators are not eligible for vacation time until they have been employed for one (1) year.

VACATION - CAT TECH Full Time Employees	Full Time Accruals below 6 month waiting period
Length of Continuous Active Service	Maximum Yearly Accrual
During the first four (4) years	7 days + days paid for holiday shut down week (Christmas through New Years)
From the start of five (5) years through the end of nine (9) years	12 days + days paid for holiday shut down week (Christmas through New Years)
From the start of ten (10) years through the end of fourteen (14) years	15 days + days paid for holiday shut down week (Christmas through New Years)
From the start of fifteen (15) years	20 days + days paid for holiday shut down week (Christmas through New years)

VACATION - CAT TECH Sr. Multi Bed, Multi Bed, & Pool Operators	Full Time Accruals below One year waiting period
Length of Continuous Active Service	Maximum Yearly Accrual
During the first four (4) years	5 days
From the start of five (5) years through the end of nine (9) years	10 days
From the start of ten (10) years	10 days + paid for holiday shut down week (Christmas through New years)

PAID HOLIDAY TIME

All full-time and part-time employees are eligible for 8 paid holidays once 30 days of employment has been completed. All employees must work the scheduled day before and the scheduled day after the holiday in order to be eligible for the following holidays listed below:

Cat Tech Multibeds, Pool Operators, Singlebeds or RET Technicians do not receive Holiday Pay

2012 HOLIDAY SCHEDULE

New Year's Day (observed)	01/02/2012	Thanksgiving Day	11/22/2012
Memorial Day	05/28/2012	Day After Thanksgiving	11/23/2012
Independence Day	07/04/2012	Christmas Eve	12/24/2012
Labor Day	09/03/2012	Christmas Day	12/25/2012

DIRECT DEPOSIT

All employees are required to sign up for direct deposit, unless otherwise barred by law or contract. Employees will have their net check deposited to one or more of their personal checking and/or savings account by completing a Payroll Check Direct Deposit Authorization Form. This form may be obtained through Human Resources or Payroll Departments. Please attach a voided check to the form so that proper identification can be made to your bank and your account.

CLEAN HARBORS INC. SAVINGS & RETIREMENT PLAN – 401(k) PROGRAM **(New York Life)**

All full-time employees (including Cat Tech, Sr. Multi Beds, Multi Beds, & Pool Operators) who have completed three (3) consecutive months of employment are eligible to join the 401(k) program on the first day of the month following the three (3) months of service.

All newly hired employees, satisfying the service requirements described previously, will be automatically enrolled in the plan with a pre-tax contribution rate of 3% of your pay. As a result, 3% of your pay will automatically be deducted from each paycheck and contributed on your behalf to the Plan. Unless you make an investment election via Benefits Complete, your pre-tax contributions and any Company contribution made on your behalf will be invested in a default fund, Oakmark Equity and Income Fund (Class 1). If you choose to contribute to the Plan at a rate other than 3% of your pay, or if you do not wish to contribute at all, you must access Benefits Complete before your entry date.

For the purpose of the 401(k) Program, a full-time employee is one who works more than 20 hours per week. Employees can defer between 1-50% of their salary on a pre-tax basis, provided the number does not exceed the maximum annual limit allowed by law. For every dollar that you contribute, (up to 6% of pay) Clean Harbors will contribute 50 cents in matching contributions.

- All matching contributions are capped at \$1,500 per employee per year
- Matching contributions are paid annually to all employees actively employed on the last day of the year (December 31st)
- The company match is on a five (5) year graded vesting schedule
- Clean Harbors will contribute 50 cents on the dollar in matching contributions up to 6% to a maximum \$1,500

EMPLOYEE STOCK PURCHASE PLAN
(Computer Share)

All full-time employees (including Cat Tech, Sr. Multi Beds, Multi Beds, & Pool Operators) who have completed three (3) consecutive months of employment are eligible to join the Employee Stock Purchase Plan on the first day of the next available calendar quarter following the three (3) months of service. This program allows employees to purchase Clean Harbors stock at a 15% discount from the market rate via after-tax payroll deductions. Employees may invest between 1-10% of their paycheck per pay period.

EMPLOYEE ASSISTANCE PROGRAM
(Cigna)

The Employee Assistance Program (EAP) is provided by CIGNA. This benefit is designed to provide assessment and referral services in addition to short-term counseling for all employees and their families. The EAP is engineered to work through emotional, family, substance abuse and other personal issues. You may access the EAP by contacting (877) 622-4327.

The EAP is confidential and does not share information without written permission except as may be required by law.

TUITION REIMBURSEMENT

All full-time employees are eligible for tuition reimbursement for job related courses after one (1) year of employment. A tuition reimbursement form and agreement must be completed and approved prior to the start of the course. After submitting the grade and proof of payment, employees will be reimbursed 100% for a grade of C or better. Books are not covered.

NOTE: There is an annual maximum reimbursement of \$2,000 for undergraduate and \$5,000 for graduate courses.

HEALTH CLUB REIMBURSEMENT

All full-time employees are eligible for a health club benefit after sixty (60) days of continuous employment. Employees will be reimbursed up to \$150 per calendar year for a membership to the health club of their choice. A copy of the membership application and proof of payment must be submitted to the Corporate Benefits Department.

QUICK REFERENCE

Benefit Customer Service Information

Benefits Department 781-792-5075

Clean Harbors Savings and Retirement Plan 401(k)

Benefits Complete:

Internet Address:

New York Life Benefit Services

1-800-294-3575

www.mylife.newyorklife.com

Health Insurance

Customer Service:

Website:

Blue Cross Blue Shield

1-800-872-5298

www.bluecrossma.com

Pharmacy Program

Customer Service:

Website:

CVS Caremark

1-877-494-9516

www.caremark.com

Dental Insurance

Customer Service:

Website:

Delta Dental

1-800-872-0500

www.deltadentalma.com

Medical Flexible Spending Account Program

Customer Service:

Website:

Benefits Express

1-877-837-5017

www.myfsaexpress.com

Employee Assistance Program

24-hour Hotline:

Website:

CIGNA Behavioral Health

1-877-622-4327

www.cignabehavioral.com

Life/Dependent Life Insurance

Customer Service:

Website:

The Hartford

1-800-411-7239

www.thehartfordatwork.com

Short /Long Term Disability

Customer Service:

Website:

The Hartford

1-866-958-4069

www.thehartfordatwork.com

Employee Stock Purchase Plan

Customer Service:

Computershare

1-800-326-0472

Please Note: The information contained herein is meant as a summary only and not intended to replace or eliminate information contained in the Summary Plan Descriptions. In the event of any discrepancies, the contract will prevail. The company has the right to change or terminate any benefits outlined at any time. **Provisions may apply to employees of Puerto Rico. Please contact Human Resources for a summary of benefits.**

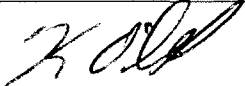
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	
Description of Services:	Collection, Transportation, and Disposal of Household Hazardous Wastes
Contractor Name:	Clean Harbors Environmental Services, Inc.

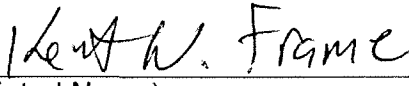
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Technical Services Operations Manager		
Signature of Employee:		Date:	6/21/12
Employee's Printed Name:	Kevin M. Dillard		


(Witness Signature)


(Printed Name)

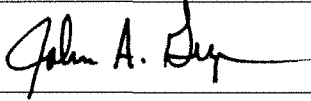
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LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	CleanPack Specialist		
Signature of Employee:		Date:	6/21/12
Employee's Printed Name:	John A. Guzman		


(Witness Signature)


(Printed Name)

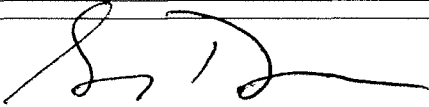
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LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Senior Lead CleanPack Chemist		
Signature of Employee:		Date:	6/22/12
Employee's Printed Name:	Samuel F. Dorman		


(Witness Signature)

Kevin Dillard
(Printed Name)

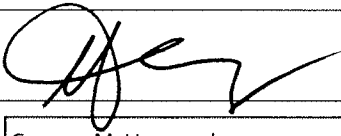
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	Collection, Transportation, and Disposal of Household Hazardous Wastes
Contractor Name:	Clean Harbors Environmental Services, Inc.

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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Senior Lead CleanPack Chemist		
Signature of Employee:		Date:	6/25/12
Employee's Printed Name:	George M. Hernandez		


(Witness Signature)


(Printed Name)

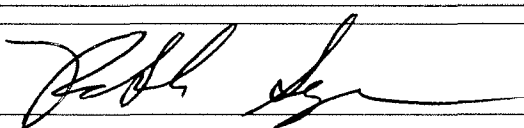
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	CleanPack Chemist		
Signature of Employee:		Date:	6-25-14
Employee's Printed Name:	Ralph Guzman		


(Witness Signature)


(Printed Name)

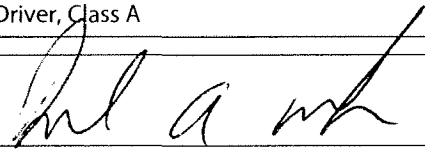
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	Collection, Transportation, and Disposal of Household Hazardous Wastes
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver, Class A		
Signature of Employee:		Date:	6-25-12
Employee's Printed Name:	David A. Marble		


(Witness Signature)

Kevin Dillard
(Printed Name)

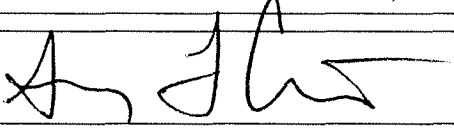
City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0249

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	Clean Harbors Environmental Services, Inc.		
Signature of Officer or Authorized Representative:		Date:	June 28, 2012
Printed Name:	George L. Curtis		
Title:	EVP, Pricing and Proposal		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SDC0249

PROJECT NAME: Collection, Transportation, and Disposal of Household Hazardous Wastes

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Clean Harbors Harbors Environmental Services, Inc.

Company Name

George L. Curtis - EVP Pricing and Proposals

Name and Title of Authorized Representative (Print or Type)

Signature

June 28, 2012

Date

Enforcement Action Summary Report

Facility *Deer Park*

<i>Date Recieved</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
5/28/2002	TNRCC	Warning Letter/Notice	April 29, 2002 air inspection stated all issues found during inspection were resolved.	\$0.00	Resolved		\$0.00

EA Number:

Description of Resolution:

7/11/2002	TNRCC	Warning Letter/Notice	February 28, 2002 wastewater inspection stated all items noted during inspection were resolved.	\$0.00	Resolved w/o Penalty		\$0.00
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EA Number:

Description of Resolution:

3/1/2003	TCEQ	Notice of Violation	Inaccurate information on facility's Notice of Registration. Resulted due to name change from TNRCC to TCEQ.	\$0.00	Resolved		\$0.00
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EA Number:

Description of Resolution:

Disposition: none

5/7/2003	TCEQ	Warning Letter/Notice	Letter stating all items from February 26, March 3, 4, & 6 2003 RCRA inspection were fully resolved.	\$0.00	Resolved w/o Penalty		\$0.00
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EA Number:

Description of Resolution:

5/13/2003	TCEQ	Notice of Violation	1. Failure to make VOC wastewater determination. 2. Failure to report two possible opacity events in deviation report. 3. Failure to submit Subpart G report.	\$0.00	Resolved w/o Penalty	7/9/2003	\$0.00
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EA Number:	Description of Resolution:	Letter acknowledging corrective action has taken place
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5/13/2003	TCEQ	Notice of Violation	1) failure to make VOC wastewater determination; 2) Failure to report two possible opacity events in deviation report; 3) Failure to submit Subpart G report.	\$0.00	Resolved w/o Penalty		\$0.00
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EA Number:	Description of Resolution:
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7/9/2003	TCEQ	Warning Letter/Notice	Letter stating all items from April 11, 2003 air investigation were fully resolved.	\$0.00	Resolved w/o Penalty		\$0.00
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EA Number:	Description of Resolution:
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5/26/2004	TCEQ	Notice of Violation	Failure to submit a permit modification request and obtain authorizations from the commission prior to construction or operation of a facility in a manner that differs from the existing operating permit.	\$10,200.00	Resolved	11/3/2004	\$10,200.00
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EA Number:	Description of Resolution:	Submitted permit modification in Spring 2004
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5/26/200

TCEQ

Notice of Violation

Failure to submit a permit modification request and obtain authorization from the commission prior to construction or operation of a facility in a manner that differs from the existing operating permit.

\$0.00

Resolved

\$0.00

EA Number:***Description of Resolution:***

Submitted permit modification in request and obtain authorization from the commission prior to construction or operation of a facility in a manner that differs from the existing operating permit.

9/13/2005

DHS

Notice of Violation

1) Did not conduct and document content/implementation audits of the radiation protection program at intervals not to exceed 12 months; 2) Record of receipt and transfer for non-exempt sources of radiation do not contain the manufacturers name, activity of the source, the name of the transferor, and the applicable license number.

\$0.00

Resolved w/o
Penalty

\$0.00

EA Number:***Description of Resolution:***

9/13/2005

DHS

Notice of Violation

1) Did not conduct and document content/implementation audits of the radiation protection program at intervals not to exceed 12 months; 2) Record of receipt and transfer for non-exempt sources of radiation do not contain the manufacturers name, activity of the source, the name of the transferor, and the applicable license number.

\$0.00

Resolved w/o
Penalty

12/28/2005

\$0.00

EA Number:***Description of Resolution:***

6/21/2006	TCEQ	Notice of Violation	1) Facility did not implement requirements for the assessment monitoring program after detecting 2 assessment constituents above statistically significant levels;	\$0.00	Resolved w/o Penalty	\$0.00
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EA Number:

Description of Resolution:

Resolved through additional monitoring for constituents on a quarterly basis for 1 year. Constituents not found in subsequent sampling.

6/23/2006	DHS	Penalty Notice	Demand for Strip penalties: 2005 TAB report did not have required footnote.	\$0.00	Resolved	\$250.00
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EA Number:

Description of Resolution:

6/23/2006	USDOJ	Demand for Strip Penalties	2005 TAB report did not have required footnote	\$250.00	Resolved	8/7/2006	\$250.00
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EA Number: 05-C-5234

Description of Resolution:

8/17/2006	FRA	Notice of Violation	1) Training records for two receiving clerks not current; 2) DOT Training not conducted on 2 receiving clerks	\$0.00	Resolved w/o Penalty	\$0.00
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EA Number:

Description of Resolution:

8/17/2006	FRA	Penalty Notice	1) Training records for two receiving clerks not current; 2) DOT training not conducted on 2 receiving clerks	\$0.00	Resolved	\$0.00
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EA Number:

Description of Resolution:

8/18/2006

TCEQ

Notice of Violation

1) Exceedance of total pump and treat feedrate for selenium on one occasion. 2) Incinerator ash potentially containing antimony in exceedance of LDR was buried.

\$0.00

Resolved w/o
Penalty

\$0.00

*EA Number:**Description of Resolution:*

2/2/2007

TCEQ

Notice of Violation

During the inspection it was noted that the surface pad at MW-29.34, MW-113.3 and MW30.3 were cracked.

\$0.00

Resolved

\$0.00

*EA Number:**Description of Resolution:*

repairs made

4/27/2007

TCEQ

Notice of Violation

Failure to test a drinking water well that was not in use.

\$0.00

Resolved

\$0.00

*EA Number:**Description of Resolution:*

7/7/2008

TCEQ

Notice of Non-Compliance

Data for POX and NPOX were not submitted for Outfall 002A

\$0.00

\$0.00

*EA Number:**Description of Resolution:*

Data submitted.

9/2/2008

TCEQ

Notice of Violation

Failure to submit annual Title V certification report a Title V deviation report.

\$0.00

Resolved

\$4,760.00

*EA Number:**Description of Resolution:*

Since the green certified mail receipt was not produced, TCEQ deemed that the reports were not submitted in a timely manner.

1/30/2008	TCEQ	Notice of Non-Compliance	Failure to comply with effluent limits for POYNPOX at the 002 outfall.	\$0.00	Resolved	\$0.00
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EA Number:

Description of Resolution:

Permit language was clarified that POYNPOX are not required to be included in the DMR.

2/9/2009	TCEQ	Warning Letter/Notice	Notice pertaining to self-reported data for POX/NPOX for the time period of 7/2007 to 6/2008. Failure to comply with permit effluent for purge able organic halides; failure to comply with other permit effluent limits during the period of 7/2007 thru 6/2008.	\$0.00	Resolved	1/4/2012 \$0.00
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EA Number:

Description of Resolution:

Permit was reopened and language modified to clarify the standards.

3/19/2009	TCEQ	Penalty Notice	Very few microorganisms in the aeration basin at the time of the inspection.	\$0.00	Resolved w/o Penalty	\$0.00
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EA Number:

Description of Resolution:

System was reseeded.

3/19/2009	TCEQ	Penalty Notice	Failure to maintain a residual chlorine level of 1.0 mg/l at the exit of the STP.	\$0.00	Resolved w/o Penalty	\$0.00
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EA Number:

Description of Resolution:

Chlorine pump was repaired. Permit condition was removed.

3/19/2009

TCEQ

Penalty Notice

Failure to meet the TSS limit at the domestic treatment plant.

\$0.00

Resolved

\$0.00

EA Number:

Description of Resolution:

Increased aeration

4/4/2009

TCEQ

Notice of Violation

CEMS downtown report needs to be submitted as a separate report and not included in Subtitle DD semi-annual report.

\$0.00

Resolved

\$0.00

EA Number:

Description of Resolution:

Submitted with operation reports

4/4/2009

TCEQ

Notice of Violation

Some of the AVO records for NH3 have not been kept in date order.

\$0.00

\$0.00

EA Number:

Description of Resolution:

Records reorganized.

4/4/2009

TCEQ

Notice of Violation

Failure to cap an open end.

\$0.00

\$0.00

EA Number:

Description of Resolution:

Report submitted

4/8/2009

TX Commission on
Environ. Quality

Notice of Violation

Failure to provide secondary treatment for domestic waste water treatment at domestic waste water treatment plant.; Failure to maintain compliance with permit effluent limits for chlorine at domestic waste water treatment plant; Failure to meet the effluent permit limit for Total Suspended Solids at the domestic waste water treatment plant.

\$0.00

Resolved w/o
Penalty

9/22/2009

\$0.00

EA Number: WQ0001429-000**Description of Resolution:**

Provided additional documentation to the TCEQ.

3/21/2010

Harris County Pollution
Control Notice of Violation

Failure to maintain a chlorine effluent limit from the STP.

\$0.00

Resolved w/o
Penalty

\$0.00

EA Number:**Description of Resolution:**

Permit amended to remove the condition

5/27/2010

Harris County Public
Health Dept. Notice of Violation

Harris County Public Health & Environmental Services (HCPHES) collected samples from the sewer treatment plant on March 29, 2010. Analysis of these samples determined violations of discharge permit number WQ01429. The permit limit for chlorine is a minimum of 1.0 mg/l. On March 29, 2010 Chlorine concentration was 0.03 mg/l.

\$0.00

Resolved w/o
Penalty

\$0.00

EA Number:**Description of Resolution:**

Permit condition removed

5/27/2010

Harris County Public
Health Dept.

Notice of Violation

Harris County Public Health Environmental Services (HCPHES) collected samples from the sewer treatment plant on April 15, 2010. Analysis of these samples determined violations of discharge permit number WQ01429. The permit limit for chlorine is a minimum of 1.0 mg/l. On April 15, 2010 the Chlorine concentration was 0.17 mg/l.

\$0.00

Resolved w/o
Penalty

00

EA Number:**Description of Resolution:**

Permit condition removed

11/11/2010

TCEQ

Notice of Violation

The Excess Opacity Event occurred on September 18, 2010 at 13:27 and was reported on September 20, 2010 at 10:32. TCEQ has determined that the excess opacity event was not reported within 24 hours of discovery in violation of 30 TAC 101.201(e).

\$0.00

Resolved w/o
Penalty

3/17/2010

\$0.00

EA Number:**Description of Resolution:**

Implemented a new procedure to ensure reporting within 24 hours. A written description of the corrective action taken was submitted to the TCEQ.

2/3/2011

TCEQ

Notice of Violation

1) Failure to comply with effluent limitations for metals for the periods ending 10/31/10 and 11/30/10. 2) Failure to comply with other effluent parameters during the period of 12/2009-11/2010

\$0.00

Resolved

\$0.00

EA Number: 893069**Description of Resolution:**

Resolved by installing a new discharge pipeline

2/16/2011	TCEQ	Notice of Violation	Issues resulting from November 18, 2010 - December 3, 2010 inspection, Alleged Violations: 1) Failed to update its Notice of Registration as required, 2) Failure to provide documentation of inspections. Alleged Areas of Concern: 1) Failure to mark a tank with the permit number, 2) Incorrect waste code entered on the Annual Waste Summary report, 3) Failed to maintain easily retrievable waste classification and determination documentation for on-site generated solid waste. All alleged violations have been resolved	\$0.00	Resolved		00
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EA Number:	Description of Resolution:	Documentation provided to TCEQ
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7/21/2011	TCEQ	Notice of Violation	Clean Harbors failed to prevent the processing of undisclosed dioxin forming compounds that were in a waste stream.	\$6,700.00	Resolved	12/7/2011	\$4,360.00
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EA Number:	2011-1348-IHW-E	Description of Resolution:	An administrative consent order with the payment of a civil penalty in the amount of \$4,360.00 resolved this allegation.
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8/23/2011	TCEQ	Notice of Violation	Findings from Title V inspection by TCEQ; there were a number of open ended pipes found that were required to be capped	\$0.00	Resolved w/o Penalty	8/23/2011	\$0.00
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EA Number:	924373	Description of Resolution:	Lines were capped
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9/16/2011	TCEQ	Consent Administrative Order	Inability to comply with permitted effluent limits for cadmium, silver, nickel and zinc.	\$23,900.00	Resolved	10/5/2011	\$9,560.00
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EA Number:	2011-0253-IWD-E	Description of Resolution:	Pipeline to discharge effluent in Houston Ship Channel constructed
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11/7/2011

US EPA

Notice of Violation

1) Failure to develop and implement a Risk Management Plan management system, 2) Failure to provide adequate documentation of the worst case scenario, 3) Failure to Document That Respondent Considered a Range of Alternative Release Scenarios, 4) Failure to update the Process Hazard Analysis (PHA) at the appropriate frequency, 5) Failure to Make Operating Procedures Readily Accessible to Employees, 6) Failure to Update the Emergency Contact Information in a Timely Manner

\$46,200.00

Resolved

4/17/2012

\$0.00

EA Number:

CAA-06-2012-3506

Description of Resolution:

Payment of a Civil Penalty

Enforcement Action Summary Report

Facility *El Dorado*

<i>Date Recieved</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
4/20/2007	ADEQ	Consent Administrative Order	1) Storage of LDR materials > 365 days; 2) Storage of waste in SHA for > 24 hours; 3) Failure to record location of waste.	\$261,450.00	Resolved	7/12/2007	\$85,000.00

EA Number: LIS-07-074

Description of Resolution:

No Further Action Letter from ADEQ dated 1/26/09

12/18/2007	ADEQ	Consent Administrative Order	1) Facility did not transfer contents of leaking container to new container; 2) Facility did not transfer contents of collapsed container to new container; 3) Cracked secondary containment in Day Tank area; 4) Carbon canisters blocked ability to inspect secondary containment; 5) Facility did not inspect 46 containers of waste that fumed upon opening. 6) Facility did not visually inspect containers of waste prior to receipt; 7) Tank overfill controls were disabled, resulting in overfill of tank; 8) New overfill control device was installed without notification of Director; 9) Modification notice was not sent to facility mailing list.	\$11,562.00	Resolved	9/17/2008	\$11,562.00
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EA Number: LIS-08-112

Description of Resolution:

Class 1 mod to amend WAP for inspecting waste that can not be opened and inspected. Daily inspections of overfill controls.

4/7/2009	ADEQ - Air	Notice of Violation	1) Failure to identify and flag for removal two waste streams containing excessive concentrations of Benzedrine in one instance and Allyl Chloride in the other. 2) Insufficient records available to determine compliance with the metals feed limits established in Plant wide Condition 14 for Source numbers 1 and 2	\$0.00	Dismissed	4/1/2009	\$0.00
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EA Number:

Description of Resolution:

Notice of violation rescinded.

9/8/2008	Water Enforcement Branch, ADEQ	Notice of Violation	On 9/8 our wkly D009 outfall sample had a chloride result of 1690 mg/l, which is an exceedance of permitted limit of 631 mg/l.	\$0.00	Pending		\$0.00
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EA Number:

Description of Resolution:

Suspect sample contamination may have occurred for this sample - possibly the sample jar contained hydrochloric acid preservative which resulted in high chloride reading - water treatment operators have been instructed to ensure the correct sample jars containing the proper preservatives are

3/23/2009	ADEQ	Notice of Non-Compliance	Received letter from Arkansas Dept. of Environ. Quality. - Haz Waste Division for significant non-compliance re: the leaking saturator.	\$0.00	Resolved	1/27/2010	\$0.00
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EA Number:

Description of Resolution:

Resolved as part of 8/20/09 NOV

4/10/2009 ADEQ-Haz Waste Div. Compliance Advisory

Non-Compliance: failure to follow the waste analysis procedures; holding haz waste longer than 24 hours in special handling area; failure to carry out the provisions of the contingency plan whenever there is a fire, explosion or other release of haz waste; Failure to have an emergency coordinator on-site or on call to coordinate emergency response measures; Failure to notify the Director that the facility is in compliance before ops are resumed in the affected areas; Failure to provide for treating, storing, or disposing of recovered waste that results from release, fire or explosion at the facility.

\$0.00

Resolved

1/27/2010

\$0.00

EA Number:

Description of Resolution:

Resolved as part of 8/20/09 NOV

5/14/2009 ADEQ-Haz Waste Div. Notice of Violation

Failure to take precautions to prevent reactions which generate extreme heat or pressure, fire or explosions; Failure to provide for treating, storing, or disposing recovered waste, contaminated surface water, or any material that results from a release, fire or explosion at facility immediately after emergency; failure to notify Director that facility is in compliance w/paragraph (h) of 264.56 before ops are resumed in affected area of facility; Holding haz waste longer than 24 hours in Barrel Processing area; Failure to record location of each haz waste w/in facility & quantity at ea. Location; Failure to design, construct, maintain & operate facility to minimize possibility of fire, explosion or any unplanned sudden/non-sudden release of haz waste or haz waste constituents to air, soil, or surface water which could threaten human health or environ.

\$0.00

Resolved

1/27/2010

\$0.00

EA Number: LIS 09-130

Description of Resolution:

Resolved as part of the 8/20/09 NOV

5/26/2009	CA Dept of Toxic Substances Control - State of CA	Warning Letter/Notice	Errors on Manifest: At the end of the new year 2 manifests were incorrectly dated 08 not 09- the DTSC has fined us \$20 for each manifest.	\$40.00	Pending	\$0.00
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EA Number: ARD069748192 **Description of Resolution:**

8/13/2009	ADEQ	Notice of Violation	Air Operating Permit Violation: a boiler was moved from another Clean Harbors location to El Dorado prior to the boiler being added to the air permit. This placement of the boiler w/out consent from ADEQ is a violation of General Provision #23.	\$0.00	Pending	\$0.00
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EA Number: **Description of Resolution:**

8/20/2009	ADEQ	Consent Administrative Order	Failure to follow waste analysis procedures; storage of non-water reactive wastes and non-oxidizer wastes in permitted areas designated for water reactive and oxidizer wastes; hole and leaking observed in saturator, insufficient insurance policy language.	\$149,500.00	Resolved	1/27/2010	\$70,000.00
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EA Number: LIS No. 09-130 **Description of Resolution:** Submit various permit modifications to reflect the negotiated resolution, payment of \$70,000 penalty and revision of specified standard operating procedures.

8/26/2010	ADEQ	Compliance Advisory	(1) Failure to deliver the entire quantity of hazardous waste to the designated facility on the manifest. - The manifest was being executed as received at the El Dorado facility while the waste was still in the adjacent transportation facility.	\$1,062.50	Pending	\$0.00
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EA Number: LIS 11-013 **Description of Resolution:**

8/27/20	ADEQ	Consent Administrative Order	6 issues resulted from a lot of palletized waste shipped improperly (shipped as 24 pallets with 48 containers on each pallet). 1) Failure to place waste in storage within 24 hours of receipt, 2) Failure to record the exact location and volume of waste in each location of the facility, 3) Failure to place waste in permitted storage within 24 hours of signing the manifest, 3) Failure to affix a label to each container for tracking date of acceptance, 4) Failure to clearly mark each container with the date of accumulation, 5) Holding waste on trailers greater than 24 hours, 6) Holding waste greater than 24 hours on the kiln dock.	\$8,750.00	Pending	\$0.00
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EA Number:

Description of Resolution:

2/3/2011	ADEQ	Notice of Non-Compliance	1) Failure to mark each container with the words "Hazardous Waste", 2) Failure to list the date of waste accumulation on a container, 3) Failure to maintain the saturator to prevent an observed leak, 4) Failure to transfer waste from a container in poor condition to a container in good condition, 5) Failure to keep a container closed except when adding or removing waste, 6) Failure to maintain DRS building to prevent rain water from entering the building.	\$0.00	Resolved w/o Penalty	\$0.00
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EA Number:

Description of Resolution:

3/22/2011	ADEQ	Notice of Violation	3rd and 4th quarter continuous emissions monitoring (CEM) reports were submitted late	\$2,500.00	Resolved	\$2,520.00
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EA Number:

Description of Resolution:

Enforcement Action Summary Report

Facility Lone Mountain

<i>Date Recieved</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
5/15/2007	Oklahoma DEQ	Notice of Violation	Stormwater effluent violations between July 2006 and May, 2007.	\$2,750.00	Resolved		\$1,250.00

EA Number: I-44000210-1

Description of Resolution:

ODEQ dropped the fine of \$2,750. Facility paid a SEP of \$1,250.

8/28/2009	ODEQ	Notice of Violation	Facility failed to comply with permit requirement to track the volume of water applied as dust suppression.	\$0.00	Resolved w/o Penalty	12/16/2009	\$0.00
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EA Number:

Description of Resolution:

Created new report to track water application and trained appropriate employees



Enforcement & Compliance History Online (ECHO)

You are here: [EPA Home](#) [Compliance and Enforcement](#) [ECHO](#) [Search Data](#) [Search Results](#)

Detailed Facility Report


[Report Error](#)
[Data Dictionary](#)

For Public Release - Unrestricted Dissemination Report Generated on 06/29/2012
US Environmental Protection Agency - Office of Enforcement and Compliance Assurance

Gray text in this report indicates information that is not required to be reported to EPA. These data, typically regarding non-major or smaller facilities, are often incomplete.

Facility Permits and Identifiers

[Data Dictionary](#)

Statute	System	Source ID	Facility Name	Street Address	City	State	Zip
	FRS	110005184326	ALLIED WASTE GULF WEST FACILITY AKA BFI GULF WEST	2601 S JENKINS RD, 2.4MI S OF	ANAHUAC	TX	77514
CWA	ICP	TX0104621	GULF WEST FACILITY	2601 SOUTH JENKINS RD	ANAHUAC	TX	77514
RCRA	RCR	TXD980864078	BROWNING-FERRIS INC	2601 JENKINS RD	ANAHUAC	TX	77514
RCRA	RCR	TXR000030866	BFI GULFWEST	2601 S JENKINS RD	ANAHUAC	TX	77514

Facility Characteristics

[Data Dictionary](#)

Statute	Source ID	Universe	Status	Areas	Permit Expiration Date	Latitude/ Longitude	Indian Country?	SIC Codes	NAICS Codes
	110005184326					LRT: 29.835650 , -94.540500	No		
CWA	TX0104621	Minor: NPDES Individual Permit	Effective		07/01/2013	29.795833, -94.529167	No	4953	
RCRA	TXD980864078	LQG	Active (H)				No	1111	562212
RCRA	TXR000030866	CESQG	Active (H)				No		

If the CWA permit is past its expiration date, this normally means that the permitting authority has not yet issued a new permit. In these situations, the expired permit is normally administratively extended and kept in effect until the new permit is issued.

For the RCRA program, activities that contribute to an overall facility status of Active are displayed in parentheses using the acronym HPACS, where H indicates handler activities, P - permitting, A - corrective action, C - converter, and S - state-specific. More information is available in the Data Dictionary.

Inspection and Enforcement Summary Data

[Data Dictionary](#)

Statute	Source ID	Insp. Last 05Yrs	Date of Last Inspection	Formal Enf Act Last 05 Yrs	Penalties Last 05 Yrs
CWA	TX0104621	0	Never	0	\$00
RCRA	TXD980864078	12	07/21/2009	0	\$00
RCRA	TXR000030866	0	03/28/2003	0	\$00

Compliance Monitoring History (05 years)**Data Dictionary**

Statute	Source ID	System	Inspection Type	Lead Agency	Date	Finding
RCRA	TXD980864078	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	07/12/2007	Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	07/12/2007	Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	NON-FINANCIAL RECORD REVIEW	State	04/25/2008	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	NON-FINANCIAL RECORD REVIEW	State	08/04/2008	Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	CASE DEVELOPMENT INSPECTION	State	03/20/2009	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	04/21/2009	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	NON-FINANCIAL RECORD REVIEW	State	04/23/2009	Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	05/19/2009	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	CASE DEVELOPMENT INSPECTION	State	07/21/2009	Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	02/05/2010	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	12/09/2010	No Violations Or Compliance Issues Were Found
RCRA	TXD980864078	RCR	FOCUSED COMPLIANCE INSPECTION	State	03/10/2011	No Violations Or Compliance Issues Were Found

Entries in *italics* are not considered inspections in official counts.

Compliance Summary Data**Data Dictionary**

Information on the nature of [alleged violations](#) is available on the FAQ page.

Statute	Source ID	Current SNC/HPV?	Description	Current As Of	Qtrs in NC (of 12)
CWA	TX0104621	N/A		Oct-Dec11	3
RCRA	TXD980864078	No		05/09/2012	12
RCRA	TXR000030866	No		05/09/2012	0

Three Year Compliance Status by Quarter**Data Dictionary**

Violations shown in a given quarter do not necessarily span the entire 3 months. Information on the nature of [alleged violations](#) is available on the FAQ page, and information on the duration of non-compliance is available at the end of this report.

CWA/NPDES Compliance Status													
Statute:Source ID		QTR1 Jan- Mar09	QTR2 Apr- Jun09	QTR3 Jul- Sep09	QTR4 Oct- Dec09	QTR5 Jan- Mar10	QTR6 Apr- Jun10	QTR7 Jul- Sep10	QTR8 Oct- Dec10	QTR9 Jan- Mar11	QTR10 Apr- Jun11	QTR11 Jul-Sep11	QTR12 Oct- Dec11
CWA:TX0104621													
Non-compliance in Quarter		N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	Yes	N/A	No	No
Facility Status		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R (Resolvd)	

Effluent Violations by NPDES Parameter													
View effluent charts for all parameters: Effluent Violations by NPDES Parameter													
(or click on parameter names below for individual parameter charts)													
Discharge point:001													
Aluminum, total (as Al)	NMth		580%	353%						385%			

Effluent Violations are displayed as highest percentage by which the permit limit was exceeded for the quarter. **Bold, largeprint** indicates Significant Non-compliance (SNC) effluent violations. Shaded boxes indicate unresolved SNC violations.

RCRA Compliance Status													
Statute:Source ID		QTR1	QTR2	QTR3	QTR4	QTR5	QTR6	QTR7	QTR8	QTR9	QTR10	QTR11	QTR12
RCRA:		Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-
TXD980864078		Sep09	Dec09	Mar10	Jun10	Sep10	Dec10	Mar11	Jun11	Sep11	Dec11	Mar12	Jun12
Facility Level Status		In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol	In Viol
Type of Violation	Agency												
State Statute or Regulation	TX	01/16/03	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	01/16/03	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	06/18/04	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - Application	TX	10/22/04	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
LDR - General	TX	12/08/04	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - Application	TX	03/23/04	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - General Information	TX	12/08/04	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - Application	TX	05/25/07	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Generators - Pre-transport	TX	04/23/09	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Generators - Pre-transport	TX	12/31/03	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Generators - Records/Reporting	TX	12/31/03	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - Application	TX	01/25/05	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Permits - Application	TX	04/23/09	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
Generators - Pre-transport	TX	04/23/09	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	10/25/06	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	04/23/09	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	04/23/09	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>	>>>>>
State Statute or Regulation	TX	07/21/09	10/15/09										

RCRA Compliance Status													
Statute:Source ID		QTR1	QTR2	QTR3	QTR4	QTR5	QTR6	QTR7	QTR8	QTR9	QTR10	QTR11	QTR12
RCRA:		Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-
TXR000030866		Sep09	Dec09	Mar10	Jun10	Sep10	Dec10	Mar11	Jun11	Sep11	Dec11	Mar12	Jun12
Facility Level Status													

Type of Violation	Agency	
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The first date displayed for a RCRA Violation corresponds to the violation determination date, and the next to the resolution date (if the violation has been resolved).

Notices of Violation or Informal Enforcement - AFS, PCS, ICIS-NPDES, RCRAInfo (05 year history) Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	
RCRA	TXD980864078	WRITTEN INFORMAL	State	04/23/2009	
RCRA	TXD980864078	WRITTEN INFORMAL	State	08/20/2009	
RCRA	TXD980864078	WRITTEN INFORMAL	State	03/10/2010	

Formal Enforcement Actions - (05 year history)

AFS, PCS, RCRAInfo, NCDB Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	Penalty	Penalty Description
- No data records returned.						

In some cases, formal enforcement actions may be entered both at the initiation and final stages of the action. These may appear more than once above. Entries in *italics* are not "formal" actions under the PCS definitions but are either the initiation of an action or penalties assessed as a result of a previous action. This section includes US EPA and State formal enforcement actions under CAA, CWA and RCRA.

ICIS Data Dictionary

Primary Law/Section	Case Number	Case Type	Lead Agency	Case Name	Issued/Filed Date	Settlement Date	Federal Penalty	State/Local Penalty	SEP Cost	Comp Action Cost
- No data records returned.										

Federal enforcement actions and penalties shown in this section are from the Integrated Compliance Information System (ICIS-FE&C). These actions may duplicate records in the Formal Enforcement Actions section.

Environmental Conditions Data Dictionary

Permit ID	Watershed	Watershed Name	Receiving Waters	Impaired Waters?	Combined Sewer System?
TX0104621	12040202	East Galveston Bay, Tex.	TRINITY BAY CONSERVATION DISTRICT D	NO	No

TRI History of Reported Chemicals Released in Pounds per Year at Site: Data Dictionary

Year /	Total Air Emissions	Surface Water Discharges	Underground Injections	Releases to Land	Total On-site Releases	Total Off-site Transfers	Total Releases and Transfers
- No data records returned.							

TRI Total Releases and Transfers by Chemical and Year

- No data records returned.

Demographic Profile of Surrounding Area (3 Miles)

[Data Dictionary](#)

Open more detailed information in a new window (links leave ECHO): [1 Mi](#), [3 Mi](#) or [5 Mi](#).

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2000 US Census data, and are accurate to the extent that the facility latitude and longitude listed below are correct. The latitude and longitude are obtained from the EPA [Locational Reference Table\(LRT\)](#) when available.

Radius of Area:	3 Miles	Land Area:	98.13%	Households in area:	145
Center Latitude:	29.795833	Water Area:	1.87%	Housing units in area:	174
Center Longitude:	-94.529167	Population Density:	13.70/sq. mi.	Households On Public Assistance:	2
Total Persons:	380	Percent Minority:	28.16%	Persons Below Poverty Level:	55

Race Breakdown	Persons (%)	Age Breakdown:	Persons (%)
White:	283 (74.47%)	Child 5 years and less:	39 (10.26%)
African-american:	57 (15.00%)	Minors 17 years and younger:	99 (26.05%)
Hispanic-Origin:	33 (8.68%)	Adults 18 years and older:	281 (73.95%)
Asian/Pacific Islander:	2 (0.53%)	Seniors 65 years and older:	40 (10.53%)
American Indian:	(0.00%)		
Other/Multiracial:	19 (5.00%)		

Education Level (Persons 25 & older)	Persons (%)	Income Breakdown:	Households (%)
Less than 9th grade:	3 (1.33%)	Less than \$15,000:	34 (23.45%)
9th-12th grades:	28 (12.44%)	\$15,000-\$25,000:	10 (6.90%)
High School Diploma:	87 (38.67%)	\$25,000-\$50,000:	40 (27.59%)
Some College/2-yr:	74 (32.89%)	\$50,000-\$75,000:	23 (15.86%)
B.S./B.A. or more:	33 (14.67%)	Greater than \$75,000:	35 (24.14%)

Notice About Duration of Violations -- The duration of violations shown on this report is an estimate of the actual duration of the violations that might be alleged or later determined in a legal proceeding. For example, the start date of the violation as shown in the ECHO database is normally when the government first became aware of the violation, not the first date that the violation occurred, and the facility may have corrected the violation before the end date shown. In some situations, violations may have been corrected by the facility, but EPA or the State has not verified the correction of these violations. In other situations, EPA does not remove the violation flag until an enforcement action has been resolved.



This report was generated by the Integrated Data for Enforcement Analysis (IDEA) system, which updates its information from program databases monthly. The data were last updated: RCRAInfo: 05/09/2012. FRS: 05/10/2012. ICIS: 05/11/2012.

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Detailed Facility Report



Map

Report
ErrorData
Dictionary

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US Environmental Protection Agency - Office of Enforcement and Compliance Assurance

Gray text in this report indicates information that is not required to be reported to EPA. These data, typically regarding non-major or smaller facilities, are often incomplete.

Facility Permits and Identifiers

[Data Dictionary](#)

Statute	System	Source ID	Facility Name	Street Address	City	State	Zip	
	FRS	110041695546	INMETCO	ONE INMETCO DR	ELLWOOD CITY	PA	16117	
RCRA	RCR	PAD087561015	INMETCO	ONE INMETCO DR	ELLWOOD CITY	PA	16117	

Facility Characteristics

[Data Dictionary](#)

Statute	Source ID	Universe	Status	Areas	Permit Expiration Date	Latitude/ Longitude	Indian Country?	SIC Codes	NAICS Codes
	110041695546					LRT: 40.859451 , -80.258591	No		
RCRA	PAD087561015	Operating TSDF LQG	Active (HP)			40.8594 , -80.2586	No	3341	331419

If the CWA permit is past its expiration date, this normally means that the permitting authority has not yet issued a new permit. In these situations, the expired permit is normally administratively extended and kept in effect until the new permit is issued.

For the RCRA program, activities that contribute to an overall facility status of Active are displayed in parentheses using the acronym HPACS, where H indicates handler activities, P - permitting, A - corrective action, C - converter, and S - state-specific. More information is available in the Data Dictionary.

Inspection and Enforcement Summary Data

[Data Dictionary](#)

Statute	Source ID	Insp. Last 05Yrs	Date of Last Inspection	Formal Enf Act Last 05 Yrs	Penalties Last 05 Yrs
RCRA	PAD087561015	16	09/12/2011	0	\$00

Compliance Monitoring History (05 years)

[Data Dictionary](#)

Statute	Source ID	System	Inspection Type	Lead Agency	Date	Finding
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	09/24/2007	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	12/05/2007	No Violations Or Compliance Issues Were Found

RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	06/18/2008	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	GROUNDWATER MONITORING EVALUATION	State	12/03/2008	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	02/26/2009	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	06/03/2009	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	02/08/2010	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	05/14/2010	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	07/20/2010	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	10/04/2010	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	10/04/2010	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	01/06/2011	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	05/24/2011	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	NON-FINANCIAL RECORD REVIEW	State	07/21/2011	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	08/10/2011	No Violations Or Compliance Issues Were Found
RCRA	PAD087561015	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	09/12/2011	No Violations Or Compliance Issues Were Found

Entries in *italics* are not considered inspections in official counts.

Compliance Summary Data

[Data Dictionary](#)

Information on the nature of [alleged violations](#) is available on the FAQ page.

Statute	Source ID	Current SNC/HPV?	Description	Current As Of	Qtrs in NC (of 12)
RCRA	PAD087561015	No		05/09/2012	0

Three Year Compliance Status by Quarter

[Data Dictionary](#)

Violations shown in a given quarter do not necessarily span the entire 3 months. Information on the nature of [alleged violations](#) is available on the FAQ page, and information on the duration of non-compliance is available at the end of this report.

RCRA Compliance Status													
Statute:Source ID		QTR1 Jul- Sep09	QTR2 Oct- Dec09	QTR3 Jan- Mar10	QTR4 Apr- Jun10	QTR5 Jul- Sep10	QTR6 Oct- Dec10	QTR7 Jan- Mar11	QTR8 Apr- Jun11	QTR9 Jul- Sep11	QTR10 Oct- Dec11	QTR11 Jan- Mar12	QTR12 Apr- Jun12
RCRA: PAD087561015													
Facility Level Status													
Type of Violation	Agency												

The first date displayed for a RCRA Violation corresponds to the violation determination date, and the next to the resolution date (if the violation has been resolved).

Notices of Violation or Informal Enforcement - AFS, PCS, ICIS-NPDES, RCRAInfo (05 year history) Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	
- No data records returned.					

Formal Enforcement Actions - (05 year history)

AFS, PCS, RCRAInfo, NCDB Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	Penalty	Penalty Description	
- No data records returned.							

In some cases, formal enforcement actions may be entered both at the initiation and final stages of the action. These may appear more than once above. Entries in *italics* are not "formal" actions under the PCS definitions but are either the initiation of an action or penalties assessed as a result of a previous action. This section includes US EPA and State formal enforcement actions under CAA, CWA and RCRA.

ICIS Data Dictionary

Primary Law/Section	Case Number	Case Type	Lead Agency	Case Name	Issued/Filed Date	Settlement Date	Federal Penalty	State/Local Penalty	SEP Cost	Comp Action Cost
- No data records returned.										

Federal enforcement actions and penalties shown in this section are from the Integrated Compliance Information System (ICIS-FE&C). These actions may duplicate records in the Formal Enforcement Actions section.

TRI History of Reported Chemicals Released in Pounds per Year at Site: Data Dictionary

Year /	Total Air Emissions	Surface Water Discharges	Underground Injections	Releases to Land	Total On-site Releases	Total Off-site Transfers	Total Releases and Transfers
- No data records returned.							

TRI Total Releases and Transfers by Chemical and Year

- No data records returned.

Demographic Profile of Surrounding Area (3 Miles) Data Dictionary

Radius of Area:	N/A	Land Area:	N/A	Households in area:	N/A
- No data records returned.					

Notice About Duration of Violations -- The duration of violations shown on this report is an estimate of the actual duration of the violations that might be alleged or later determined in a legal proceeding. For example, the start date of the violation as shown in the ECHO database is normally when the government first became aware of the violation, not the first date that the violation occurred, and the facility may have corrected the violation before the end date shown. In some situations, violations may have been corrected by the facility, but EPA or the State has not verified the correction of these violations. In other situations, EPA does not remove the violation flag until an enforcement action has been resolved.



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US Environmental Protection Agency - Office of Enforcement and Compliance Assurance

Gray text in this report indicates information that is not required to be reported to EPA. These data, typically regarding non-major or smaller facilities, are often incomplete.

Facility Permits and Identifiers

[Data Dictionary](#)

Statute	System	Source ID	Facility Name	Street Address	City	State	Zip
	FRS	110042037328	BATTERY POWER OF OHIO LLC	8090 LANCASTER-NEWARK ROAD	BALTIMORE	OH	43105
RCRA	RCR	OHD101614907	BATTERY POWER OF OHIO LLC	8090 LANCASTER-NEWARK RD	BALTIMORE	OH	43105
RCRA	RCR	OHR000038513	TOXCO INC	8090 LANCASTER NEWARK RD	BALTIMORE	OH	43105
EP313	TRI	43105MLD 8090L	3M CO ADSD	8090 LANCASTER NEWARK RD.	BALTIMORE	OH	43105

Facility Characteristics

[Data Dictionary](#)

Statute	Source ID	Universe	Status	Areas	Permit Expiration Date	Latitude/ Longitude	Indian Country?	SIC Codes	NAICS Codes
	110042037328					LRT: 39.842408 , -82.568361	No		
RCRA	OHD101614907	SQG	Active (H)				No	3465	42393
RCRA	OHR000038513	LQG	Active (H)				No		42393
EP313	43105MLD 8090L					82.5750 , -39.8417	NA	3465	336370

If the CWA permit is past its expiration date, this normally means that the permitting authority has not yet issued a new permit. In these situations, the expired permit is normally administratively extended and kept in effect until the new permit is issued.

For the RCRA program, activities that contribute to an overall facility status of Active are displayed in parentheses using the acronym HPACS, where H indicates handler activities, P - permitting, A - corrective action, C - converter, and S - state-specific. More information is available in the Data Dictionary.

Inspection and Enforcement Summary Data

[Data Dictionary](#)

Statute	Source ID	Insp. Last 05Yrs	Date of Last Inspection	Formal Enf Act Last 05 Yrs	Penalties Last 05 Yrs
RCRA	OHD101614907	1	10/04/2011	0	\$00
RCRA	OHR000038513	3	10/04/2011	0	\$00

Compliance Monitoring History (05 years)

[Data Dictionary](#)

Statute	Source ID	System	Inspection Type	Lead Agency	Date	Finding
RCRA	OHD101614907	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	10/04/2011	No Violations Or Compliance Issues Were Found
RCRA	OHR000038513	RCR	FOCUSED COMPLIANCE INSPECTION	State	05/28/2008	No Violations Or Compliance Issues Were Found
RCRA	OHR000038513	RCR	NON-FINANCIAL RECORD REVIEW	State	08/25/2011	Violations Or Compliance Issues Were Found
RCRA	OHR000038513	RCR	COMPLIANCE EVALUATION INSPECTION ON-SITE	State	10/04/2011	Violations Or Compliance Issues Were Found
RCRA	OHR000038513	RCR	FOLLOW-UP INSPECTION	State	10/17/2011	No Violations Or Compliance Issues Were Found

Entries in *italics* are not considered inspections in official counts.

Compliance Summary Data

[Data Dictionary](#)

Information on the nature of [alleged violations](#) is available on the FAQ page.

Statute	Source ID	Current SNC/HPV?	Description	Current As Of	Qtrs in NC (of 12)
RCRA	OHD101614907	No		05/09/2012	0
RCRA	OHR000038513	No		05/09/2012	2

Three Year Compliance Status by Quarter

[Data Dictionary](#)

Violations shown in a given quarter do not necessarily span the entire 3 months. Information on the nature of [alleged violations](#) is available on the FAQ page, and information on the duration of non-compliance is available at the end of this report.

RCRA Compliance Status													
Statute:Source ID		QTR1	QTR2	QTR3	QTR4	QTR5	QTR6	QTR7	QTR8	QTR9	QTR10	QTR11	QTR12
RCRA:		Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-
OHD101614907		Sep09	Dec09	Mar10	Jun10	Sep10	Dec10	Mar11	Jun11	Sep11	Dec11	Mar12	Jun12
Facility Level Status													
Type of Violation	Agency												

RCRA Compliance Status													
Statute:Source ID		QTR1	QTR2	QTR3	QTR4	QTR5	QTR6	QTR7	QTR8	QTR9	QTR10	QTR11	QTR12
RCRA:		Jul-	Oct-	Jan-	Apr-	Jul-	Oct-	Jan-	Apr-	Jul-	Oct-Dec11	Jan-	Apr-
OHR000038513		Sep09	Dec09	Mar10	Jun10	Sep10	Dec10	Mar11	Jun11	Sep11		Mar12	Jun12
Facility Level Status											In Viol	In Viol	
Type of Violation	Agency												
TSD IS-Tank System Standards	OH										10/04/11-10/07/11		
TSD IS-Tank System Standards	OH										10/04/11-10/17/11		
TSD IS-Tank System Standards	OH										10/04/11	01/10/12	

The first date displayed for a RCRA Violation corresponds to the violation determination date, and the next to the resolution date (if the violation has been resolved).

Notices of Violation or Informal Enforcement - AFS, PCS, ICIS-NPDES, RCRAInfo (05 year history) Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	
RCRA	OHR000038513	WRITTEN INFORMAL	State	08/25/2011	
RCRA	OHR000038513	WRITTEN INFORMAL	State	10/25/2011	

Formal Enforcement Actions - (05 year history)

AFS, PCS, RCRAInfo, NCDB Data Dictionary

Statute	Source ID	Type of Action	Lead Agency	Date	Penalty	Penalty Description
- No data records returned.						

In some cases, formal enforcement actions may be entered both at the initiation and final stages of the action. These may appear more than once above. Entries in *italics* are not "formal" actions under the PCS definitions but are either the initiation of an action or penalties assessed as a result of a previous action. This section includes US EPA and State formal enforcement actions under CAA, CWA and RCRA.

ICIS Data Dictionary

Primary Law/Section	Case Number	Case Type	Lead Agency	Case Name	Issued/Filed Date	Settlement Date	Federal Penalty	State/Local Penalty	SEP Cost	Comp Action Cost
- No data records returned.										

Federal enforcement actions and penalties shown in this section are from the Integrated Compliance Information System (ICIS-FE&C). These actions may duplicate records in the Formal Enforcement Actions section.

TRI History of Reported Chemicals Released in Pounds per Year at Site:43105MLD 8090L Data Dictionary

Year /	Total Air Emissions	Surface Water Discharges	Underground Injections	Releases to Land	Total On-site Releases	Total Off-site Transfers	Total Releases and Transfers
- No data records returned.							

TRI Total Releases and Transfers by Chemical and Year

- No data records returned.

Demographic Profile of Surrounding Area (3 Miles) Data Dictionary

Radius of Area:	N/A	Land Area:	N/A	Households in area:	N/A
- No data records returned.					

Notice About Duration of Violations -- The duration of violations shown on this report is an estimate of the actual duration of the violations that might be alleged or later determined in a legal proceeding. For example, the start date of the violation as shown in the ECHO database is normally when the government first became aware of the violation, not the first date that the violation occurred, and the facility may have corrected the violation before the end date shown. In some situations, violations may have been corrected by the facility, but EPA or the State has not verified the correction of these violations. In other situations, EPA does not remove the violation flag until an enforcement action has been resolved.



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Detailed Facility Report


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US Environmental Protection Agency - Office of Enforcement and Compliance Assurance

Gray text in this report indicates information that is not required to be reported to EPA. These data, typically regarding non-major or smaller facilities, are often incomplete.

Facility Permits and Identifiers

[Data Dictionary](#)

Statute	System	Source ID	Facility Name	Street Address	City	State	Zip
	FRS	110000702473	WM MERCURY WASTE INC	21211 DURAND AVENUE	UNION GROVE	WI	53182
CAA	AFS	5510100051	MERCURY WASTE SOLUTIONS. INC.	21211 DURAND AVENUE	UNION GROVE	WI	53182
CWA	ICP	WIS067849	MERCURY WASTE SOLUTIONS. INC.	21211 DURAND AVENUE	UNION GROVE	WI	53182
CAA	NEI	NEI2WI195350	MERCURY WASTE SOLUTIONS INC			WI	53182
RCRA	RCR	WIR000000356	WM MERCURY WASTE INC	21211 DURAND AVE	UNION GROVE	WI	53182
EP313	TRI	53182MRCRY21211	WM MERCURY WASTE INC	21211 DURAND AVE	UNION GROVE	WI	53182

Facility Characteristics

[Data Dictionary](#)

Statute	Source ID	Universe	Status	Areas	Permit Expiration Date	Latitude/ Longitude	Indian Country?	SIC Codes	NAICS Codes
	110000702473					LRT: 42.681663 , -88.075241	No		
CAA	5510100051	Minor (Not Fed.Rep.)	Operating	SIP			NA	8999 1092	
CWA	WIS067849	Minor; NPDES Individual Permit	Pending : Compliance Tracking Off			42.680870. -88.075470	No		
RCRA	WIR000000356	Operating TSDF LQG Transporter	Active (HP)				No	3341	562211
EP313	53182MRCRY21211					42.6805 , -88.7408	NA	4953 3341	562211

If the CWA permit is past its expiration date, this normally means that the permitting authority has not yet issued a new permit. In these situations, the expired permit is normally administratively extended and kept in effect until the new permit is issued.

For the RCRA program, activities that contribute to an overall facility status of Active are displayed in parentheses using the acronym HPACS, where H indicates handler activities, P - permitting, A - corrective action, C - converter, and S - state-specific. More information is available in the Data Dictionary.

Inspection and Enforcement Summary Data

[Data Dictionary](#)

Facility Audit: Deer Park, TX

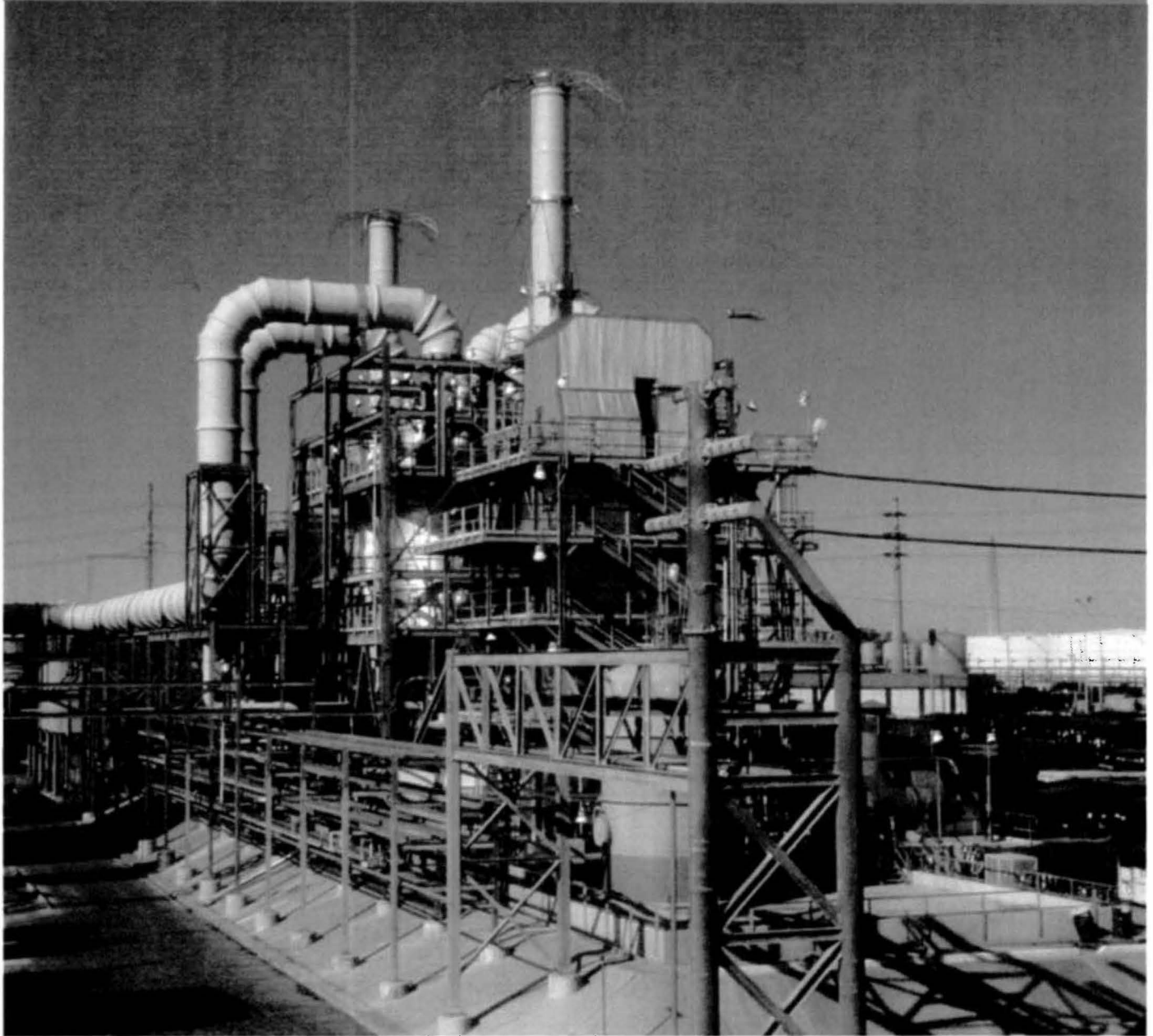


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1.0 General Company Information

Introduction

Clean Harbors is North America's leading provider of environmental, energy and industrial services serving over 50,000 customers, including a majority of the Fortune 500 companies, thousands of smaller private entities and numerous federal, state, provincial and local governmental agencies.

Within Clean Harbors Environmental Services, the company offers Technical Services and Field Services. Technical Services provide a broad range of hazardous material management and disposal services including the collection, packaging, recycling, treatment and disposal of hazardous and non-hazardous waste. Field Services provide a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Within Clean Harbors Energy & Industrial Services, the company offers Industrial Services and Exploration Services. Industrial Services provide industrial and specialty services, such as high-pressure and chemical cleaning, catalyst handling, decoking, material processing and industrial lodging services to refineries, chemical plants, pulp and paper mills, and other industrial facilities. Exploration Services provide exploration, rental, oil and gas field services, and directional boring services to the energy sector serving oil and gas exploration, production, and power generation.



Headquartered in Norwell, Massachusetts, Clean Harbors has more than 175 locations, including over 50 waste management facilities, throughout North America in 38 U.S. states, seven Canadian provinces, Mexico and Puerto Rico. The Company also operates international locations in Bulgaria, China, Sweden, Singapore, Thailand and the United Kingdom. For more information, visit www.cleanharbors.com.

2.0 Facility Information

Facility Overview

Clean Harbors Deer Park operates two (2) commercial hazardous waste incinerator trains at its Deer Park, Texas facility. Incineration Train I consists of a 3.6-meter rotary kiln, a Loddby Liquids injection burner, a horizontal afterburner, a wet scrubber system, and associated waste feed and emission control systems.

The Train I Incineration System is designed, permitted and operated to burn hazardous and non-hazardous wastes, primarily industrial wastes regulated under RCRA and TSCA (PCB wastes) standards. The system has been tested to meet a Destruction and Removal Efficiency (DRE) of 99.99% for RCRA hazardous wastes and 99.9999% for PCB wastes. The Train I unit has a high-energy impact Venturi type wet scrubbing system, two Wet Electrostatic Precipitators and a Selective Catalytic Reduction unit.

Incineration Train II consists of a 4.4-meter rotary kiln, a mechanical fluidized bed reactor (Rotary Reactor), a common vertical afterburner, a wet scrubber system, and associated waste feed and emission control systems.

The Train II incineration unit are designed, permitted and operated to burn hazardous (RCRA) and non-hazardous industrial wastes per all applicable regulations and performance standards. The unit has been tested to meet a Destruction and Removal Efficiency (DRE) of 99.99% for RCRA hazardous wastes. The Train II unit has a high-energy impact Venturi type wet scrubbing system, two Wet Electrostatic Precipitators and a Selective Catalytic Reduction unit.

Incineration residues generated from the Train I and II incinerators is analyzed to ensure compliance with all applicable Land Disposal Restrictions. Incineration residues are established and encapsulated as necessary to meet these rules. All residues are land-disposed in on-site landfill units.

Facility Name	Clean Harbors Deer Park, LP
Location	2027 Independence Parkway South La Porte, TX 77571
County	Harris
Facility Owner	Clean Harbors Deer Park, LP 2027 Independence Parkway South La Porte, TX 77571
Property Owner	Clean Harbors Environmental Services, Inc.
Facility I.D. No	50089
Permits Type	Waste, Air, Water and PCB's
Waste Description	Incineration
Services Provided	Waste Incineration



Facility History

Year	Event
1969	Land purchased
1971	Installation of 2.8 meter (diameter) rotary kiln
1974	Landfill operation (South)
1980	Installation of PCB Shredder System
1981	Received TSCA Letter of Authorization (First in USA)
1985	Installation of 3.6 meter slagging rotary kiln (replacing 2.8 m kiln)
1988	Received RCRA Part B Permit (First in USA)
1988	Installation of 4.4 meter slagging rotary kiln
1989	Installation of Rotary Reactor (bulk solids burner)
1989	Installation of shredder on front wall of 4.4 meter kiln
1990	MTR landfill operation (North)
1991	Installation of glove boxes for cylinder gas disposal and drum liquid aspiration
1993	Stabilization & Encapsulation Facility on-line
1994	MTR landfill permitted (East)
1994	Industry of the Year - Deer Park Chamber of Commerce
1995	Awarded E.I. Digest for no Notice of Violations for the year
1996	Closure of South Landfill certified by TCEQ
1997	Merger with Laidlaw Environmental Services, Inc.
1998	Merger with Safety-Kleen
2002	Acquired by Clean Harbors
2004	Installed WESP's for MACT compliance
2005	Development of the Comprehensive Performance Test (CPT)
2006	CPT was performed and submitted for Train I
2007	TCEQ request to lower the pressure drop and the water flow rates for Train I
	USEPA request to lower the PCB operating temperature for Train I
	East Landfill permit issued in June
2008	TCEQ/USEPA issued a MACT Finding of Compliance for Train I
	East Landfill Operation began in February
	Dioxin/Furan testing performed on Train II
	Expect Class 3 Permit Modification to lower RCRA operating conditions on
	Trains I and II

Site Characterization

Clean Harbors' facility in Deer Park, Texas, delivers state-of-the-future technological solutions for companies seeking the safest, responsible incineration of hazardous waste. With an unparalleled commitment to customer value, convenience and satisfaction, Deer Park maximizes security and minimizes risk for large and small generators.

Security

Access into the facility is controlled by security personnel. Visitors are required to sign in with the guard and at the Administration Building, view a Safety Orientation Video, and are issued a visitor badge. The facility's perimeter is totally fenced with hurricane fencing utilizing three-strand barbed wire. Appropriate notices are posted around the perimeter.

Directions to Facility

2027 Independence Parkway South
La Porte, TX 77571

From Houston-Hobby Airport

Take I-45 North to Loop 610.

Take Loop 610 East to Hwy 225 East (Pasadena/LaPorte Hwy) - (Approximately 1-1½ miles from I-45/Loop 610 Intersection)

Take Hwy 225 East approximately 9-10 miles (past Shell refinery/chemical complex).

Exit Independence Parkway South, cross over Hwy 225 (left), traveling North on Independence Parkway South.

Travel approximately 1-1 ½ miles North.

Note: You will pass the Clean Harbors Purchasing building. This is not the facility entrance; travel a little further.

Facility entrance is located on the left (west side) situated between tank batteries of Intercontinental Terminals (ITC).

Facility sign "Clean Harbors."

Proceed through ITC gate, over the railroad tracks, to the Clean Harbors guard gate entrance (follow signs for Visitors and Employees), check in, then proceed to Administration Building and check in with the receptionist.

From George Bush International Airport (IAH)

Exit Airport to Hwy 59.

Take Hwy 59 South to Beltway 8 (Sam Houston Tollway).

Take Beltway 8 East (Approximately 15-19 miles).

Continue on Beltway 8 over the Houston Ship Channel Bridge (toll fee \$2.00) and continue to Hwy 225.

Take Hwy 225 East (turn left) approximately 2-3 miles (past Shell Refinery/Chemical Complex).

Exit Independence Parkway South, cross over Hwy 225 (left), traveling North on Independence Parkway South.

Travel approximately 1-1 ½ miles North.

Note: You will pass the Clean Harbors Purchasing building. This is not the facility entrance; travel a little further.

Facility entrance is located on the left (west side) situated between tank batteries of Intercontinental Terminals (ITC).

Facility sign "Clean Harbors".

Proceed through ITC gate, over the railroad tracks, to the Clean Harbors guard gate entrance (follow signs for Visitors and Employees), check in, then proceed to Administration Building and check in with the receptionist.

3.0 Operating Licenses and Permits

Permit Summary

Clean Harbors of Deer Park, LP is currently permitted by the Texas Commission on Environmental Quality (TCEQ) for the storage and disposal of hazardous and non-hazardous waste, as well as associated air, water and related activities. Additionally the facility is authorized to store and dispose of TSCA regulated PCB's by the U.S. Environmental Protection Agency.

Permit Type/Governing Agency	Permit No.	Expiration Date
RCRA Part B TCEQ - Austin	50089	01/18/15
NSR Air Permit TCEQ – Region 12	5064	09/05/10***
Title V Permit TCEQ - Austin	O-01566	10/25/06***
TPDES Permit* TCEQ – Austin	01429	04/01/99*
NPDES Permit** TCEQ - Austin	TX0005941	11/18/90**
TSCA Authorization*** EPA – Region IV	N/A	08/05/02***

*The permit renewal will be withdrawn simultaneously with submittal of a permit renewal with modification.

**USEPA-Region VI has transferred the permit to the TCEQ for consolidation into TPDES permit.

***Permit remains in force awaiting approval of renewal application.

Principal Operating Licenses/Permits

Copies of existing permits which detail types of waste management licensed capacities and waste types accepted are available for inspection upon request at the site. Selected permit pages may be attached at the end of this audit under Appendix 8.0.

Principal Contacts/Agencies

The list of contacts below can provide additional information regarding Clean Harbors of Deer Park's facility or operations or compliance.

Operations	James East, VP Incineration Operations Clean Harbors Deer Park, LP Independence Parkway South La Porte, TX 77571 (281) 930-2411
Regulatory	Kevin Honohan Senior Compliance Manager Clean Harbors Deer Park, LP Independence Parkway South La Porte, TX 77571 (281) 930-2482
RCRA Permit Engineer	Mr. Vahab Haghighatian TCEQ - Austin (512) 239-6081
New Source Review Permit Engineer	Mr. Joseph Marini TCEQ - Austin (512) 239-1377
Title V Operating Permit Engineer	Mr. Tom Ennis TCEQ - Austin (512) 239-3553
TPDES Permit	Mr. Kelly Holligan TCEQ - Austin (512) 239-2369
RCRA Inspector	Mr. John Wilson TCEQ – Region 12 (713) 767-3743
Air Inspector	Ms. Carolyn Guillory TCEQ – Region 12 (713) 767-3600
Wastewater Inspector	Ms. Jeannette Mock TCEQ – Region 12 (713) 767-3600

Groundwater Inspector	Mr. Charlie Burner TCEQ – Region 12 (713) 767-3616
TSCA Authorization	Mr. Jim Sales EPA – Region VI (214) 665-6796
TSCA Inspector	Mr. Ken Ofunrein Texas Department of Health - Austin (512) 834-6600 x2430
Pollution	Mr. Robert Allen Acting Director Harris County Pollution Control Pasadena, TX (713) 920-2831

4.0 Process Description

Incineration

Deer Park utilizes state-of-the-art thermal treatment (incineration) technologies along with air pollution control technology to treat thousands of tons of liquid, solid and gaseous hazardous wastes annually. Wastes are incinerated in an oxidized atmosphere at temperatures high enough to achieve required destruction.

The incineration system consists of two incineration Train units. Train I has a permitted thermal capacity of 180 MM BTU/hr and includes a 3.6 meter diameter slagging rotary kiln, Loddby liquids burner and a horizontal afterburner. Train II has a permitted thermal capacity of 213.5 MM BTU/hr and includes a 4.4 meter diameter slagging rotary kiln, the Rotary Reactor (RR), a vertical afterburner and four (4) McGill liquid burners. Abatement hardware utilized for emission control per Train incorporates a saturator, two parallel condensers, a collision scrubber (Calvert) and a Chevron mist eliminator.

In addition to the above, each incineration train has two wet electrostatic precipitator (WESP) systems for removal of sub-micron particulate (including heavy metals) and two selective catalytic reduction (SCR) systems for the removal of NO_x emissions.

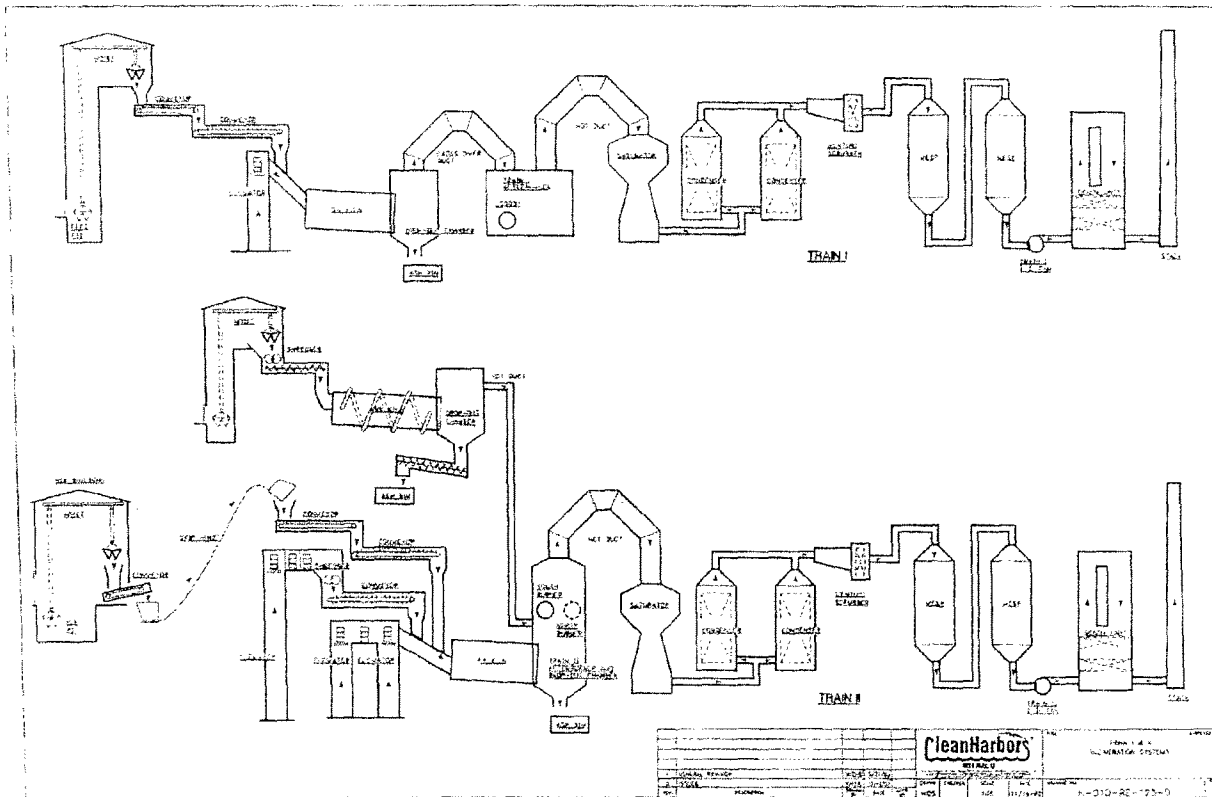
Particulate matter is removed from the gas stream in each WESP by imparting a positive charge on the particles in an electric field, and then collecting the positively charged particulate on a grounded (negatively-charged) collection surface. A continuous spray of fresh water is injected into the WESP to provide a conductive liquid film covering on the non-conductive plastic collection tubes. The charged particles are collected in the conductive liquid film; this will prevent build-up of particles on the collection tube surface. A periodic water flush cleans the tubes. The water discharged from the WESP vessels in a blow-down tank and recycled or discharged to the wastewater treatment plant.

Two 1,350 horsepower fans are also part of this system. They accommodate the system static pressure introduced by the gas cleaning equipment (two new WESP vessels in series and one SCR system per train) and ductwork. Fan inlet dampers are provided, in addition to the fan, to accommodate the wide-ranging flow and pressure conditions.

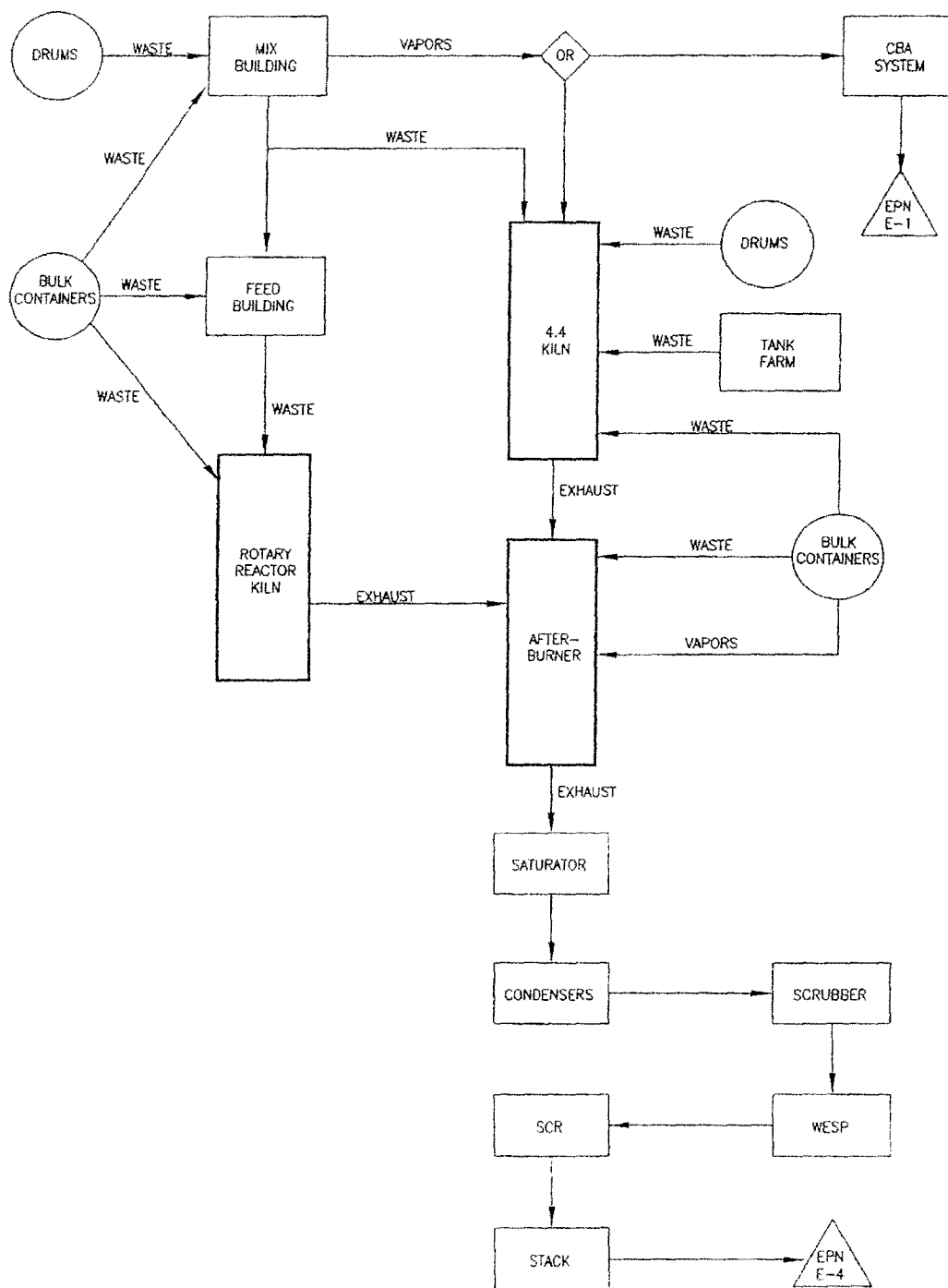
The SCR equipment is installed downstream of the fan on each gas cleaning train and operated under positive pressure. The SCR system requires heating the flue gas to the 525 – 600° F range and then injecting ammonia (NH₃) as ammonium hydroxide (NH₄OH; aqueous ammonia). The NH₃ flue gas is then thoroughly mixed via a static mixer prior to it passing through a catalyst bed, where NO_x is converted into nitrogen and water vapor.

Two separate individual stacks are downstream of the SCR equipment for discharging the clean flue gas to atmosphere.

A. Process Flow Diagrams



TRAIN II INCINERATION SYSTEM



B. Waste Feeds

Waste port assignment into incineration hardware is determined prior to waste receipt. This waste port assignment is determined upon careful review of the stream by Waste Acceptance Chemists (WACs). Factors such as physical form, chemical make-up, concentration of compounds/metals, health/safety and permit compliance information enable the WACs to determine the safest and most efficient method of feed entry into the system.

C. Gas Quenching System

The gas quenching systems of the two Trains are essentially the same. In each Train, the combustion product gases are typically exposed to temperatures of at least 1800° F for a minimum of two seconds. Normal operating conditions provide for a final temperature of 2200° F. The off-gases flow into the saturator, which is a refractory lined quench tower with a pressurized water spray, where they are cooled to approximately 180° F. The gases then pass into twin packed-bed condensers, where they impinge on tellerettes while being scrubbed by a countercurrent water spray. The gases pass into a collision Calvert scrubber, then into a set of demisters, and finally through an induced draft fan and out a common stack. The condensers, the scrubbers and connecting ductwork are constructed of fiberglass.

D. Ash Collection

Incinerated solids/slag are collected in twenty (20) cubic yard roll-off bins under a discharge unit from the rotary kilns and the rotary reactor. Approximately every hour the ash collected is manually leveled in the bin to ensure even fill. A typical plant output of ash is about 6 to 7 twenty cubic yard bins per day.

E. Ash Tracking Prior to Landfill Deposition

Each collection bin is numbered and referenced. During the incineration process and the filling of a specific bin, waste stream numbers are tracked via barcode readings and manual entries. The ash generated is tracked. From this process, EPA waste codes can be managed from a point of analytical testing. Organic screening procedures are performed on each bin and metals (TCLP) on each batch of stabilized ash to ensure all applicable land disposal restrictions are met prior to landfill deposition.

Tank Storage

All waste storage tanks at Deer Park are aboveground except for the following:

Tank #	Description
T-1202 T-1203	S&E facility - each is a 125 yd ³ steel-lined pit used to receive bulk solids material for processing
T-1204	S&E facility - a 350 yd ³ concrete pit into which stabilized material is discharged from the pugmill.
T-1001-1 T-1001-2 T-1001-3	Mix Building - each is a 75 yd ³ steel-lined concrete pit used for material processing (e.g., repacking of bulk solids into drums).
T-638	A 7,575-gallon steel-lined pit. Located in the Rotary Reactor feed tower and used for receipt of bulk material to be clamshell fed to the Rotary Reactor.
T-20 -1	Train I Bulk Feed Tank. A 7,198 gallon in-ground tank used to feed solids via clamshell bucket to the 3.6 meter kiln.

Each of the above tanks meets all the requirements for leak detection. Tanks T-1001-1, 2, 3 are located in the Mix Building, which incorporates basement access for inspections. Each of the other tanks has a leak detection system as required by 40 CFR 264.193.

Deer Park conducts rigorous annual inspections on all tanks to monitor construction integrity.

All Deer Park piping that is used for the transport of waste is above ground except for several portions of our on-site landfill leachate piping. Clean Harbors Deer Park transports on-site landfill generated leachate via piping from our landfill area to tankage in our process area. Several sections of this piping are routed underground in order to cross in-plant roadways. Each of these underground sections is encased in a separate pipe to provide secondary containment.

Deer Park conducts a rigorous program of fugitive emissions monitoring and repair, consistent with TCEQ 28 MID, which is equivalent with MACT standards (i.e. quarterly monitoring, 500 ppm leak rate, directed maintenance, etc.).

TABLE V.C TANKS AND TANK SYSTEMS

<i>Permit Unit No.</i>	<i>Tank</i>	<i>N.O.R. Unit #</i>	<i>Storage and/or Processing</i>	<i>Waste No.s'</i>	<i>Rated Capacity'</i>	<i>Dimensions</i>	<i>Containment Volume (including rainfall for unenclosed areas) Gallons</i>	<i>Unit Will Manage Ignitable, Reactive, or Incompatible Waste (State all that apply)</i>
09	T-1	84	STORE	101,102,108	20,000 g	12'x25'6"	418,721	YES
10	T-2	85	STORE	101,102,108	24,000 g	13'x25'6"	418,721	YES
11	T-11	86	STORE	101,102,108	15,000 g	10'x25'6"	418,721	YES
12	T-12	87	STORE	101,102,108	15,000 g	10'x25'6"	418,721	YES
13	T-18	88	STORE	101,102,108	24,000 g	13'x25'6"	418,721	YES
14	T-19	89	STORE	101,102,108	20,000 g	12'x25'6"	418,721	YES
15	T-20	90	STORE	101,102,108	7,000 g	7'7 1/2"x22'0"	418,721	YES
16	T-21	91	STORE	101,102,108	7,000 g	7'7 1/2"x22'0"	418,721	YES
17	T-27	92	STORE	101,102,108	14,600 g	11'6"x18'	418,721	YES
18	T-28	93	STORE	101,102,108	14,600 g	11'6"x18'	418,721	YES
19	T-31	94	STORE	101,102,108	27,000 g	12'x32'	418,721	YES
20	T-32	95	STORE	101,102,108	27,000 g	12'x32'	418,721	YES
21	T-60	96	STORE	101,102,108	100,000 g	25'x27'6"	121,189	YES
22	T-61	97	STORE	101,102,108	200,000 g	33'x32'	418,721	YES
23	V-101	21	STORE	101,102,108	10,000 g	8'x29'8"	418,721	YES

Permit No. 50089

Clean Harbors Deer Park, LP

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TABLE V.C TANKS AND TANK SYSTEMS (CONT'D)

Permit Unit No.	Tank	N.O.R. Unit #	Storage and/or Processing	Waste No.s ¹	Rated Capacity ¹	Dimensions	Containment Volume (including rainfall for unenclosed areas)	Unit Will Manage Ignitable, Reactive, or Incompatible Waste (State all that apply)
24	V-103	22	STORE	101,102,108	10,500 g	8'x30'	418,721	YES
25	V-104	23	STORE	101,102,108	22,400 g	12'x26'	418,721	YES
26	V-105	98	STORE	101,102,108	22,400 g	12'x26'	418,721	YES
27	V-106	99	STORE	101,102,108	22,400 g	12'x26'	418,721	YES
28	V-107	100	STORE	101,102,108	22,400 g	12'x26'	418,721	YES
29	V-108	101	STORE	101,102,108	22,400 g	12'x26'	418,721	YES
30	V-109	102	STORE	101,102,108	21,000 g	10'x35'6"	418,721	YES
31	V-110	103	STORE	101,102,108	21,000 g	10'x35'6"	418,721	YES
37	T-29	109	STORE	101,102,108	6,400 g	7'3"x19'8"	27,590	YES
38	T-30	110	STORE	101,102,108	6,400 g	7'3"x19'8"	27,590	YES
39	T-70	111	STORE	101,102,108	22,200 g	10'4"x30'	418,721	YES
40	T-71	112	STORE	101,102,108	22,000 g	10'4"x30'	418,721	YES
41	T-72	113	STORE	101,102,108	22,000 g	10'4"x30'	418,721	YES
44	T-75	116	STORE	101,102,108	22,000 g	10'4"x30'	418,721	YES
45	T-76	117	STORE	101,102,108	22,000 g	10'4"x30'	418,721	YES

TABLE V.C TANKS AND TANK SYSTEMS (CONT'D)

<i>Permit Unit No.</i>	<i>Tank</i>	<i>N.O.R. Unit #</i>	<i>Storage and/or Processing</i>	<i>Waste No.s¹</i>	<i>Rated Capacity²</i>	<i>Dimensions</i>	<i>Containment Volume (including rainfall for unenclosed areas)</i>	<i>Unit Will Manage Ignitable, Reactive, or Incompatible Waste (State all that apply)</i>
46	T-77	118	STORE	101,102,108	22,000 g	10'4"x30'	418,721	YES
87	T-1001-1	81	STORE/PROCESS	101-107,109-111	75 yd ³	41.8'x10'x7.9'	128,902	YES
88	T-1001-2	82	STORE/PROCESS	101-107,109-111	75 yd ³	41.8'x10'x7.9'	128,902	YES
89	T-1001-3	83	STORE/PROCESS	101-107,109-111	75 yd ³	Irregular	128,902	YES
93	V-1204	121	STORE	101-105	13,500 g	12'x24'	30,661	NO
94 ³	T-1202	122	STORE/PROCESS	101-107,109-111	125 yd ³	29.2'x19.5'x5.9'	Double Walled	NO
95 ³	T-1203	123	STORE/PROCESS	101-107,109-111	125 yd ³	29.2'x19.5'x5.9'	Double Walled	NO
96 ⁴	T-1204	124	STORE/PROCESS	101-107,109-111	350 yd ³	58'x60'x7.5'	NONE-no liquid	NO
107	T-201	Proposed	STORE/PROCESS	101-108, 110-111	7,198 g	IRREGULAR	22,986	IGNITABLE

1 - Waste Numbers From Table IV.B

2 - In accordance with permit Provision VII.A.

3 - Processing of wastes in Permit Units No. 94 or 95 is limited to a maximum of 60 working days annually, when Permit Unit No. 97 is out of service due to malfunction and/or regularly scheduled maintenance.

4 - No chemical or biological processing of wastes is authorized in Permit Unit No. 96.

TABLE II SECONDARY CONTAINMENT DATA

CONTAINMENT AREA	APPROXIMATE DIMENSIONS	CONTAINMENT VOLUME	LARGEST TANK (gals)	25 YR-24 HR RAINFALL (gals) (10.5")
NORTH TANK FARM	2.25' x 115' x 277'	418,721	200,000	219,900
WEST TANK FARM	5' x 50' x 67'	27,590	7,000	21,900
S & E T1202 - T1203 ¹	29.2' x 19.5' x 5.9'	25,312	25,312	0 ²
S & E V1204	Irregular 2088 ft ² x 2'	31,236	13,500	1,316
MIX BLDG	16' x 44' x 60.5'	329,400	202,500	0 ²

¹ Double-walled tanks

² Covered area

Container Storage

Clean Harbors Deer Park has a number of hazardous waste container storage areas authorized under its current permit.

The permitted storage areas are:

- Drum Storage Pad 1 (DSP-1)
- Drum Storage Pad 2 (DSP-2)
- Drum Storage Pad 3 (DSP-3)
- Drum Storage Pad 4 (DSP-4)
- Drum Storage Pad 5 (DSP-5)
- Drum Storage Pad 6 (DSP-6)
- Drum Storage Pad 7 (DSP-7)
- Drum Storage Pad 8 (DSP-8)
- Warehouse
- Transformer and Drum Handling Building
- Container Storage Warehouse
- Bin Storage Area 1 (BSA-1)
- Bin Storage Area 2 (BSA-2)
- Bin Storage Area 3 (BSA-3)
- Front-Line Storage Pad
- Waste Receiving Pad

Table III provides data for each permitted storage area (NOR number, waste types, rated capacity, dimensions, stacking height, aisle spacing, containment volume, ignitable, reactive or incompatible wastes).

Container storage areas are used to receive, count, sample, verify, stage, and store hazardous wastes prior to, during and after processing. Hazardous waste containers are kept tightly sealed except when necessary for sampling or processing. The containers used for managing wastes in these areas are pails, drums, cylinders, boxes, tote bins, roll-off bins, and tank trailers (all DOT approved for hazardous waste). Each storage area has a specified capacity that is not exceeded. All hazardous waste container storage areas are physically located at least 50 feet from the nearest property boundary line and appropriate distances from other units based upon fire safety requirements.

Drum stacking heights are maintained to minimize possible spills and fire hazards. Drum aisle spacing requirements are maintained to minimize fire hazards and permit access to each drum for

routine inspections as well as emergency response. Table V.B. details specific stacking heights and aisle spacing for each hazardous waste container storage area.

All hazardous waste container storage areas have integral impervious secondary containment. The secondary containment is designed to hold at least 10% of the capacity of the storage area, or the volume of the largest single hazardous waste container (whichever is larger). The secondary containment is also sized to contain the volume of a 25 year, 24 hour rainfall (10.5 inches), or is designed to prevent rain infiltration. Table III provides specific dimensions and capacities for each secondary containment area.

The facility Standard Work Practices (SWPs), operator training, equipment design, process safety program, and emergency response procedures and equipment allow the site to safely store potentially ignitable, reactive or incompatible wastes.

TABLE V.B CONTAINER STORAGE AREAS

Permit Unit No.	Container Storage Area	N.O.R. Unit #	WASTE NUMBER*	Rated Capacity	Dimensions	STACKING HEIGHT	AISLE SPACING	Containment Volume (including rainfall for unenclosed areas) gallons	Unit will manage Ignitable, ¹ Reactive, ¹ or Incompatible ¹ Waste (state all that apply)
76a	DSP-1	36	101-107, 109-111	30,250 gal	30'x84.5' = 2535 sq ft	3 pallets	2 feet/4 feet**	6,084	Yes
76b	DSP-2	37	101-107, 109-111	37,060 gal	34'x114.25' = 3885 sq ft	3 pallets	2 feet/4 feet**	13,088	Yes
76c	DSP-3	38	101-107, 109-111	113,870 gal	59.33'x125.62' = 7,453sq ft	3 pallets	2 feet/4 feet**	13,991	Yes
76d	DSP-4	39	101-111	136,680 gal	irregular-4,708 sq ft	3 pallets	2 feet	15,198	Yes
76e	DSP-5	40	101-111	151,800 gal	irregular-6,993 sq ft	3 pallets	2 feet	28,137	Yes
76f	DSP-6	41	101-107, 109-111	170,000 gal	irregular-11,280 sq ft	3 pallets	2 feet	26,565	Yes
76g	DSP-7	42	101-111	19,800 gal	irregular-1,404 sq ft	3 pallets	2 feet	2,429	Yes
76h	Warehouse	43	101-111, 112	212,520 gal	irregular-12,568 sq ft	4 pallets/racks	2 feet	64,761	Yes
77	Transformer/Drum handling Bldg.	34	101-111	163,980 gal	irregular-9,090 sq ft	3 pallets	2 feet	25,726	Yes
78	Container Storage Warehouse	7	101-107, 109-111	587,520 gal	22,963 sq ft	4 pallets/racks	2 feet/4 feet**	68,655	Yes
79 ^a	Tank Truck Storage Pad	168	101-111	71,500 gal	irregular-6,954 sq ft	1 bin or trailer	2 feet	56,766	Yes
90	BSA-1 ^c	69	103-108, 110, 111	1,500 cubic yds	75'x350' = 26,250 sq ft	3 bins or 1 trailer	2 feet	None	Yes
91	BSA-2 ^c	70	103-108, 110, 111	4,650 cubic yds	irregular-73,028 sq ft	3 bins or 1 trailer	2 feet	None	Yes
92	BSA-3 ^c	71	103-108, 110, 111	1,650 cubic yds	101'x317' = 32,017 sq ft	3 bins or 1 trailer	2 feet	None	Yes
101 ^b	DSP-8	74	101-107, 109-111	23,700 gal	16.33'x87.91' = 1,436sq ft	3 pallets	2 feet	2,370	Yes
104	Front-line storage pad	035	101-111	60,500 gal	irregular - 6,996 sq ft	1 bin or 1 trailer	2 feet	52,474	Yes
106	Waste Receiving Pad	167	103-107, 110, 111	212,100 gal	irregular-12,939 sq ft	1 bin or trailer	2 feet	103,590	Yes

* Waste Numbers From Table IV.B, includes both on-site and off-site generated wastes.

** per NFPA Code

^aDrummed or other containerized wastes (except wastes stored in tank trailers) shall be stored in Permit Unit No. 79 for a maximum of 90 days and only if waste containers remain on trailers until such time as the containers are transferred to another permitted treatment, storage, or disposal unit.

^bContainerized waste shall only be placed into Permit Unit No. 101 while the Train I or Train II is operational and shall not be allowed to remain in Permit Unit No. 101 longer than 24 hours.

^cAll wastes must pass the paint filter test (EPA SW-846, Method 9095).

Miscellaneous Units

The Clean Harbors Deer Park facility manages hazardous waste in six miscellaneous units, three of which are authorized under the current permit, the other being a unit for which authorization is being requested.

These six units are:

- Railcar Unloading Area
- Direct Burn Areas
- Container QC Area
- Continuous Mixer/B-1203 Pugmill (S & E Facility)
- Rotary Reactor Feed System
- PCB Shredder

The first three of these units were permitted as Miscellaneous Units per a previous agreed order between the company and the Texas Water Commission. The fourth unit (the Continuous Mixer/B-1203 Pugmill) was permitted as a Miscellaneous Unit prior to construction, based upon its process function.

Table IV summarizes Miscellaneous Unit data, according to Notice of Registration (NOR) Unit Number, storage or process function, waste managed in each unit, rated capacity, dimensions, and whether the unit processes or stores ignitable or incompatible wastes.

A. Railcar Unloading Area

The railcar unloading area is designed to accommodate two 25,000-gallon bulk liquid (or sludge) railcars during unloading operations. The combined capacity of the system at any one time is 50,000 gallons (two railcars). During unloading, both railcars may be simultaneously processed. Unloaded waste material may be pumped to the adjacent tank farm or directly to the incinerators.

The area is constructed of a reinforced concrete slab surrounded by a 6-inch concrete curb. A drainage trench runs through the area, and is sloped to a collection sump equipped with an automatic pump. The capacity of the drainage sump is 2,336 gallons. A level switch automatically activates the pump so that collected material can be removed immediately. This allows sufficient volume to manage rainfall. The railcar unloading area is equipped with a dedicated vent system to control emissions.

B. Direct Burn Areas

Clean Harbors Deer Park facility processes many bulk waste streams by feeding directly to an incinerator system. In many instances, this is the safest and most environmentally responsible method for processing incompatible or reactive wastes. These materials are not transferred from their original trailers or container, or blended with any other waste materials.

There are three separate direct burn areas to service the facility's incinerator systems. These areas are identified as:

- Rotary Reactor Direct Burn Area
- 4.4 Meter Kiln Direct Burn Area
- Afterburner/Loddbby Direct Burn Area - (The Afterburner/Loddbby Direct Burn Area is divided into two parts: the Scale Section and the 29 Pad Section).

The combined capacity of the Direct Burn Areas is eight 5,500-gallon trucks (44,000 gallons). Each of the areas is located on a paved area that has curbing or sloped drainage to provide for the containment of spills and/or contaminated rainwater. To control emissions, trailers processed at the Direct Burn Areas are connected to a dedicated vent system that feeds directly to the incinerator systems.

C. Container QC Area

The Container QC area is located due west of DSP-3 and DSP-6. It is a long, narrow area that is used for sampling and storage of containers that have not achieved Waste Analysis Plan discharge from the laboratory. Upon achievement of laboratory discharge, within 24 hours the containers in this area are moved to other permitted storage or processing units. Maximum storage capacity for the units is 75,000 gallons. The unit has secondary containment that meets the requirements of a Container Storage Area.

D. Continuous Mixer (Pugmill B-1203)

The Continuous Mixer (Pugmill B-1203) is an intensively agitated mixer installed and used in the waste Stabilization and Encapsulation (S&E) process prior to landfill. The pugmill receives screened or shredded waste, stabilizing agents, water and slurries. In the pugmill, the materials are thoroughly mixed and discharged to the T-1204 pit for storage prior to disposal in the landfill.

The pugmill is electrically powered and has a capacity of 22 cubic yards. No ignitable, reactive, or incompatible wastes are processed in the pugmill. The mixing operation is controlled by process computer and is monitored by on-site operators to prevent overfilling and to ensure the design operational efficiency.

The pugmill is completely enclosed inside the S & E building, which provides containment and protection from direct precipitation and run-on. The building ventilation and baghouse filter system also provides dust emission control for the pugmill.

E. Rotary Reactor Feed System

The Rotary Reactor Feed System consists of the Rotary Reactor Feed Tank (T-638), Rotary Reactor Shredder and the Rotary Reactor Feed Building. The Rotary Reactor Feed Tank is used to store bulk solids for feed to the Rotary Reactor Kiln and the Rotary Reactor Feed Building houses the clamshell bucket that conveys the waste T-638 to the Rotary Reactor Kiln. Tank T-638 is 12 feet x 9 feet x 9.5 feet with a total capacity of 37.5 cubic yards. The feed building is 20,900 cubic feet in volume.

The Rotary Reactor Feed Tank is an open-topped, double-walled, below-grade steel tank that is completely enclosed below grade in a concrete vessel with a leak detection sump. The double-walled construction provides an adequate secondary containment system.

The Rotary Reactor Feed Tank is filled from bin trucks or a front-end loader with an operator in attendance. This ensures that the tank will not be over-filled. Material placed into this tank is promptly moved to the Rotary Reactor Shredder via the clamshell bucket system. The feed material contains no free liquids, and incompatible materials are not fed to this tank. If ignitable wastes are added to this unit, procedures for ignitable tanks waste are followed.

The Rotary Reactor Feed Tank and the clamshell bucket are completely enclosed in the Rotary Reactor Feed Building. The building has a dedicated vent system that feeds to the incinerators to control emissions. The building also protects the feed system from direct precipitation, run-on and wind action. The Rotary Reactor Feed Tank (Tank T-638) is inspected, tested and certified for hazardous waste service as part of the facility's annual waste tank integrity inspection.

F. PCB Shredder

The PCB Shredder is a device that is used to shred containers of PCB-contaminated materials. It is often necessary to cut up some PCB-contaminated containers and materials to a size and form that is more effectively incinerated. These materials are fed into the PCB Shredder. Some PCB materials could be contaminated with RCRA regulated wastes, so the PCB Shredder could handle both TSCA and RCRA-regulated wastes.

The PCB Shredder sets on an irregularly shaped concrete pad that is located in a building common with the PCB Warehouse (Permit Unit No. 776.h). The irregular pad is 3,845 square feet in area. Most of the PCB Shredder is feed and discharge equipment. Emissions are routed to carbon beds.

TABLE V.K MISCELLANEOUS UNITS

<i>Permit Unit No.</i>	<i>Miscellaneous Unit</i>	<i>N.O.R. Unit #</i>	<i>Storage, Processing, and/or Disposal</i>	<i>Waste No.s¹</i>	<i>Rated Capacity</i>	<i>Dimensions</i>	<i>Unit will manage Ignitable, Reactive, or Incompatible Waste (state all that apply)</i>
97	Pugmill B-1203	125	Process	101-107,110,111	22 yd ³	16'x8'x4.5'	No
99	Railcar Unloading Area	130	Storage, Process	101-105,108	50,000 gal	120'x16'	Yes
100 ²	Rotary Reactor Feed Tower T-638	133	Storage	101-107,109-111	7,575 gal	11.52'x11.09'x8.02'	Yes
102	Container QC Area	073	Storage	101-107,109-111	75,000 gal	irregular	Yes
103	Direct Burn Area	131	Storage, Process	101-105,108,109	40,000 gal	4 irregular areas	Yes
105	PCB Shredder	015	Process	101-108,110	3,945 gal	irregular	No

¹from Table IV.B, first column

² - Waste storage in Permit Unit No. 100 is permitted during operating shifts in which the Train II Incinerator Kiln is operating under normal conditions. Permit Unit No. 100 shall be maintained empty, as soon as practicable, at all other times.

Landfill

The Deer Park landfills are permitted to accept commercial landfill waste and residuals associated with our on-site operations. Material must meet all applicable land disposal restrictions and Deer Park permit requirements prior to placement in our on-site landfills.

The Deer Park Stabilization and Encapsulation (S&E) facility is state-of-the-art facility. The facility is entirely enclosed in a building with dedicated baghouses to control particulate emissions and prevent stormwater run-on. The entire facility has a welded HDPE underliner and a leak detection system.

1. S&E Facility Operations

Materials required to be processed in the S&E facility are placed into one of two receiving pits located inside the building. A trackhoe positioned between the receiving pits transfers the material onto a vibrating grizzly, which directs material to a shredder.

A computer selects the appropriate recipe for the mix additives based on treatment standards required for the specific waste batch being processed. Additive mixtures are computer controlled, weighed, and fed to the belt conveyor and moved with the waste to a pugmill for mixing. The pugmill has a capacity of 22 cubic yards and provides a minimum of 30 seconds of retention time with vigorous mixing by two chain-driven shafts.

Materials that are discharged from the pugmill are fed into a reversible shuttle conveyor which in turn, unloads the waste product into the processed waste storage loading area pits. The waste is sampled and is picked up by a front-end loader and placed into awaiting bins located in the building loading area. A bin truck then transports the bins to a storage area. Bins of stabilized material are held in the storage area until TCLP results allow the treated waste to be placed in our on-site landfill.

2. Placement of Material in the Landfill

Material must meet all applicable land disposal restrictions and Deer Park permit requirements prior to placement in our on-site landfill. When material is placed in our on-site landfill, it is leveled and compacted by a bulldozer or compactor. Documentation provides a record for each bin's deposition and location in the landfill. A 3-dimensional XYZ grid system is used to place and locate material in the landfill. Lift thicknesses are generally twelve inches or less.

3. S&E Facility Washwater and Dust Collection

Washdown water resulting from regular building housekeeping activities, is collected in sumps and is pumped to a process water tank where it can be used in future S&E batches.

Air within the building is scrubbed through baghouse filters located on the roof. These baghouse filters are interval pulsating which "knocks down" particulate build-up and returns the particulate to the pugmill. A built-in interlock system allows the facility to operate only if the blowers are operating.

4. Summary

Total of three (3) landfills onsite.

South Landfill (Closed)	
Size	Approximately 20 Acres
Permitted Capacity	1,500,00 CY
Date Material Last Deposited	July 1993
Materials Deposited	Ash, filter cake, hazardous and non-hazardous waste

North Landfill (Active)	
Size	Approximately 20 Acres
Permitted Capacity	815,00 CY
Date material Last Deposited	Current
Materials Being Deposited	Ash, filter cake, RCRA empty drums, construction debris, hazardous and non-hazardous waste.

East Landfill (Future)	
Size Approximately	45 Acres
Permitted Capacity	658,00 CY

Non-Commercial Waste Water Treatment Operations

A. Recirculated Process Water

Water utilized in the gas quenching operation is treated on-site in the water treatment plant prior to reuse in quench operations. Quench water is pumped to a primary neutralization tank for partial neutralization with a lime slurry. Final pH adjustment is accomplished in a secondary neutralization tank with caustic. The quench water then flows into two (2) clarifiers where metal hydroxides settle out as sludge. Treated water flows from the clarifiers to the cooling towers to be cooled and then recycled back to the gas quenching system for reuse.

B. Non-Recirculated Process Water

All process water is eventually discharged (through NPDES permitted outfall) to Tucker's Bayou, which flows adjacent (northwest flow) to the facility and empties into the Houston Ship Channel.

Every minute, approximately eight percent (8%) by volume blow-down water is taken from the cooling tower basin for heavy metals treatment. In addition, this 8% volume is replaced with "fresh" water, thus a mass balancing of water volume is accomplished with solids and metals loading kept to a minimum. This water is treated through pH adjustment (metal hydroxide precipitation) and the addition of a flocculent/coagulant to enhance metal precipitation through lamella separators. This water is then polished (pH adjustment if required) and piped to the check tank. Upon receipt of lab analysis showing that water meets NPDES and TCEQ Wastewater permit requirements, the water is discharged into Tucker's Bayou.

C. Facility Outfalls

OUTFALL	USEPA NPDES	TCEQ WASTEWATER PERMIT
001	Process Water	Process Water
002	Stormwater	Stormwater
003	Stormwater ¹	Stormwater
101	-	Internal ²

¹ - Stormwater; for undeveloped areas and capped landfills.

² - Internal; outfall is regulated by TCEQ and serves as a point to sample/monitor water from organics unit (PACT - powder activated carbon treatment) prior to mixing in Outfall 001 check tanks. Should the facility find an exceedance in the internal outfall, this water can be recirculated back to the water treatment facility, thereby preventing mixing in the check tanks.

D. Process Water Residuals

The resultant sludge generated from the flocculation and precipitation of metal hydroxides is pumped to a set of horizontal filter presses. Most of the remaining water is separated from the sludge producing a filter cake. This filter cake is stabilized and tested for all LDR treatment standards and placed in the on-site landfill.

E. Storm Water Management

Storm water is collected, inspected for potential contamination, and either transferred to one of three storm water storage tanks or incinerated. Under routine operations, this stormwater is treated in the water treatment facility using a PACT (activated carbon) system to remove any trace organics that may be present. The treated water is then discharged via our permitted NPDES Outfall 001. In the event of a large rainfall, the site may declare an emergency and

discharge the storm water directly through the permitted NPDES Outfall 002. The site follows a Storm Water Management Plan.

F. Leachate Management

All leachate collected from the on-site landfills is treated using a PACT (activated carbon) system. This includes groundwater collected per the Compliance Plan that addresses on-site groundwater contamination. The treated water is discharged via our permitted NPDES Outfall 001.

G. Commercial Availability

Deer Park's water treatment facility is used solely for the treatment of onsite-generated water. Commercial wastewaters are received and managed as a thermal oxidation stream (TOX) utilizing incineration technology.

Waste Acceptance

A. Pre-Shipment

Waste acceptance at Clean Harbors Deer Park, LP follows procedures set forth in the site's Waste Analysis Plan (WAP). The WAP is incorporated into the facility's RCRA Part B Permit. Prior to acceptance for shipment, profile and analytical data of the waste is reviewed for regulatory compliance, health and safety, and the facility's handling capabilities.

Deer Park Acceptable/Unacceptable Waste Codes:

Appendix 1

B. Waste Shipment Receiving

All incoming wastes are subject to a compliance and conforming load review and verification prior to acceptance/discharge to the plant. The compliance phase of waste acceptance begins with a paperwork review of shipping documents for completeness and correctness. This targets the manifest, Land Disposal Restriction (LDR) Certification, and re-verification of EPA waste codes and associated paperwork. The next step of waste acceptance is the conforming load review. This entails radiological screening, sampling, container count verification and fingerprint analysis.

The objective of this procedure is to ensure that the load is conforming with the waste stream profile and that it can be processed safely and in compliance with current federal, state and facility permit requirements. After both issues (compliance/conformance) have been addressed and the waste stream approved for acceptance/process, the discharge is made. This entails generating waste discharge documentation accompanied by a Waste Safety Sheet (WSS), along with individual barcode labels (with unique serial numbers) for tracking and disposal planning.




Analytical Laboratory

The Laboratory is staffed and equipped to serve the needs of both the customer and the site. With the Technical Services Manager, QA/QC Specialist, Laboratory Supervisors and highly trained Chemists and Technicians, technical competence exists in the areas of physical and chemical characteristics, metals, wastewater and organics analyses.

The Receiving Laboratory processes incoming load paperwork, samples bulk tankers and bins, and performs a variety of physical and chemical characteristic analyses on incoming waste streams. Analyses such as heat of combustion, scrub, halogens, pH, and % ash are just a few of the analytical parameters performed in this area. This laboratory also discharges all incoming loads to plant operations.

The Metals Laboratory performs analyses on incoming waste streams and wastewater generated on site using modern technology such as Inductively Coupled Plasma (ICP) and atomic absorption spectrophotometry. This laboratory also performs Toxicity Characteristic Leaching Procedures (TCLP) on site-generated wastes, such as incineration residues placed in the site MTR landfill.

The Wastewater Laboratory performs analyses required by the USEPA, NPDES and TCEQ permits such as oil and grease, pH, TSS, BOD, and TOC. This laboratory also provides on-site analytical support for monitoring wastewater treatment processes.



The Environmental Laboratory routinely performs volatile and semi-volatile organics screening by GC/MSD and PCB analysis. Examples of samples analyzed include incoming wastes, incineration residues and wastewater.

Quality Assurance

A laboratory Quality Assurance Program was established to ensure that each facility laboratory provides quality analytical data in agreement with the site's Waste Analysis Plan and the analytical methods referenced, defensibility of analytical results through the assessment of quality control data, and intercompany consistency through standardized procedures and training.

The fundamental elements of the program include:

- A. Standardized Documentation
- B. Standardized QA/QC and Analytical Procedures
- C. Performance Evaluation Samples
- D. Staff Training
- E. Laboratory Audits

A. Standardized Documentation

Standardized documentation is necessary if the goal of consistent laboratory procedures within the corporation is to be realized. Such documentation includes the following:

- Standard operating procedures for sampling
- Standard operating procedures for analytical methods
- Quality assurance/control procedures
- Data management and reporting procedures

B. Standardized QA/QC and Analytical Procedures

The basis for most of the analytical procedures used EPA SW-846, Standard Methods for Wastewater Analysis, and ASTM methods. Calibration frequency, duplicate and spike frequency, data reduction and review, etc., are defined in the referenced methods and Clean Harbors enforced through corporate procedures. Quality control techniques are employed to ensure that measurement processes are maintained within acceptable levels of accuracy and reproducibility.

C. Performance Evaluation Samples

The use of performance evaluation samples employed in "round robin" evaluations contribute to the objective assessment of a laboratory's analytical abilities. Deer Park labs are engaged in EPA performance evaluation programs for DMR (Discharge Monitoring Reporting).

Quarterly "round-robin" performance evaluation program addresses commonly analyzed parameters and is administered by the Clean Harbors corporate designated laboratory to further supplement the program.

External laboratories which provide analytical services to Clean Harbors facilities must be able to demonstrate acceptable performance on EPA administered performance evaluations and/or those from state certification programs, when appropriate, upon request. They may be required to participate in the Clean Harbors audit program.

Participation will depend upon the scope of services provided. Acceptable performance on these evaluations is an important aspect of a laboratory's ability to defend the data which it generates.

D. Staff Training

Deer Park trains staff in procedural technique and in understanding the basic needs and reasons for a quality program used for samples of incoming waste loads and plant generated wastes. Training is provided by qualified facility staff, Clean Harbors personnel, or an instrument manufacturer's representative. The training location may be on-site or at a manufacturer's location.

E. Laboratory Audits

The Deer Park laboratories follow a laboratory quality assurance program administrated by the lab QA/QC Specialist. The lab QA/QC Specialist ensures that every area of laboratory operation remains in compliance with both federal and state guidelines for performing analyses.

Deer Park facility laboratory audits utilize an audit checklist for on-site evaluations to promote consistency and structure. However, the audit extends beyond an operational checklist and includes the evaluation of all the elements in the Quality Assurance Program.

In addition to routine audits conducted at the Deer Park facility, an annual audit is conducted at each Clean Harbors facility. Summary reports are provided to the audited facility and Clean Harbors corporate.

Any external laboratory performing services for is audited by the facility for which the analytical services are rendered. These audits are accomplished through review of quality assurance documentation supplied by the external laboratory, historical performance evaluation results, and a site visit.

Geology and Groundwater

A. Site Geology

The Deer Park facility is located in the Gulf Coast Physiographic Province. This province is characterized as a flat, featureless plain, which extends inland 40 to 60 miles and generally parallels the present coastal shoreline. The region is characterized by sediments deposited by fluvial and near shore marine processes.

These natural processes are the same processes that are active in shaping the present shoreline. Formations in this region are part of the Cenozoic System, a deep sedimentary basin, which extends into the Gulf of Mexico.

The system encompasses sediment 6,000 to 7,000 feet in thickness, with the formations ranging from Eocene to Pleistocene in age. These formations dip generally toward the Gulf of Mexico at a rate of 20 to 30 feet/mile, increasing in thickness downdip. (see Figure 1)

Figure 1. STRATIGRAPHIC SECTION OF THE DEER PARK, TEXAS AREA

SYSTEM	SERIES	FORMATION		AQUIFER	
Quaternary	Holocene	Alluvium		Chicot	Upper
	Pleistocene	Beaumont			Lower
		Lissie	Montgomery	Evangeline	
		Willis		Burkeville	
		Goliad		Jasper	
Tertiary	Pliocene	Fleming			
	Miocene				

Review of lithologic/textural descriptions from exploratory borings, monitoring well installation logs, and other such information indicates that the subsurface at the facility consists of sediments of the regional Beaumont Formation, with the surface soils consisting mainly the Beaumont Clay. These sediments are generally highly-plastic clays, separated by interbedded, lenticular deposits of sandy clay, clayey silt, and silty sand. The silt and sand sediments represent periods of fluvial activity, whereas the clays are mainly of marginal-marine origin.

Based on differences in physical properties, the upper 140 to 150 feet of the subsurface can be divided into six distinct units. These units are referred to as Strata 1, 2, 3, 4, 5, and 6, in order of decreasing depth. Figure 2 on the next page provides general unit descriptions of these six strata.

Figure 2. STRATIAGRAPHY AND UNIT DESCRIPTIONS

UNIT	DESCRIPTION
STRATUM 1	GRAY AND TAN SILTY AND SANDY CLAY AND CLAY; interbedded lenticular deposits of clayey silt, sandy silt and clayey sand throughout; general downward coarsening; clays are firm to stiff; unit thickness is approximately 20 feet.
STRATUM 2	LIGHT GRAY AND RED MOTTLED CLAY; very stiff to hard; highly plastic; locally silty and sandy; few discontinuous sandy and clayey silt lenses in some areas; unit thickness is approximately 25 feet.
STRATUM 3	INTERBEDDED LENTICULAR DEPOSITS OF GRAY AND TAN CLAY, CLAYEY SILT, SILTY SAND, AND CLAYEY SAND; few thin seams of fine sand; unit thickness ranges 18 - 28 feet, averaging 22 feet.
STRATUM 4	RED AND LIGHT GRAY CLAY AND SANDY CLAY; interbedded lenticular deposits of clayey and silty sand and silt; lenses increase in occurrence toward base of unit; general downward coarsening; clays and sandy clays are still to hard; unit thickness is approximately 20 feet.
STRATUM 5	TAN SILTY SAND AND FINE SAND; interbedded lenticular sandy clay deposits; unit thickness is often greater than 50 feet.
STRATUM 6	GRAY AND BLACK CLAY; soft to very stiff; locally silty and sandy, Stratum 5/6 contact averages 117 feet below surface elevation.

Historically, the Chicot and Evangeline aquifers have been used by local communities and industry as sources for drinking water and industrial process water. The nearest drinking water well lies approximately 2.5 miles directly south of the facility, producing water from the Evangeline aquifer for the city of Deer Park.

Deer Park has two operational industrial water-supply wells screened in the Lower Chicot aquifer.

Due to regional subsidence, industrial facilities are discouraged from pumping groundwater and encouraged to use alternate water resources. Groundwater withdrawal from the Chicot and Evangeline aquifers is controlled by the Harris-Galveston Coastal Subsidence District. The District issues an annual permit to Deer Park, which specifies the maximum volume of groundwater that can be pumped for industrial water supply.

B. Faulting

There are no faults crossing the Deer Park site, or the immediate vicinity. The Battleground fault, the nearest fault to the site, is located several miles to the south and southeast. Like most subsurface faults along the upper Texas Gulf Coast not associated with salt domes, the Battleground fault has an east-northeast trend, which generally parallels the coastline. The area is considered to have zero seismic activity.

C. Surface Water Hydrology

Intermittent streams and bayous are characteristic surface water features in the area surrounding the facility. The only surface water feature on the Deer Park property is a channelized portion of Tucker Bayou into which treated wastewater is discharged under the site's USEPA NPDES and TCEQ permits. Tucker Bayou flows to the north for approximately 1.5 miles where it discharges into the Houston Ship Channel.

From a water quality perspective, the usage of Tucker Bayou water is limited. Tucker Bayou and the Houston Ship Channel are not used as sources for public water supply or for any recreational purposes.

D. Groundwater/Historical Use/RFI

Groundwater quality assessment activities were initiated in 1985, when statistical analysis of groundwater chemical data indicated contamination. Since then, extensive groundwater quality assessment studies and a RCRA Facility Investigation (RFI) have delineated the site's hydrogeology and groundwater make-up.

Regional geological studies indicate that the Chicot and Evangeline aquifers are regional sources for drinking water and industrial process water. These two aquifers are located at 300 to 500 and 620 to 1500+ feet below the surface. The facility has two industrial wells completed in the lower Chicot aquifer, and groundwater withdrawal is controlled by the Harris-Galveston County Coastal Subsidence District. Analytical results indicate no detectable contamination in these wells. The amount of groundwater pumped from these aquifers has no discernible hydraulic influence on shallow groundwater at the facility. Thick clay layers separate the deep drinking water from the monitored shallow sands.

Past activities at the Deer Park facility resulted in groundwater contamination in three subsurface layers (Strata 1, 3, and 5). The contaminants of concern are chlorobenzene and a number of volatile organics. As a result of this contamination, in October 1987, Deer Park entered into an Administrative Agreed Order with the USEPA under 3008(h) of RCRA to perform corrective actions to close wastewater lagoons and an area of buried drums between the North and South Landfills, referred to as the Drum Remediation Area. The Corrective Action Plan called for implementation of Interim Corrective Measures; completion of a RCRA Facility Investigation (RFI); and a Corrective Measures Study. In 1988, when the TCEQ granted a Part B permit, the state stipulated that the site conduct an RFI. The regulators agreed that one RFI could be conducted to meet both requirements. The RFI Final Report was approved in June 1992.

Through implementation of the Interim Corrective Measures, Deer Park has undertaken numerous activities to remove and/or control the major sources of contamination at the site. All of the surface impoundments have been taken out of service, replaced with aboveground tanks, and closed. Most of these closures entailed excavation of contaminated materials from the impoundments and excavation of the adjacent and underlying soils to the first zone (Stratum 1). The closures also included the installation of groundwater control measures (French drains) in some units where residual contamination was found in the soils at the lowest point of excavation. Approximately 12-14 million pounds of waste and contaminated soils were excavated from the old Drum Remediation Area and incinerated. In addition to these source removal measures, a groundwater recovery system has been installed. Subsequently, pursuant to issuance of a Compliance Plan (No. CP-50089-001) by the TCEQ in 1988, these actions were labeled the Phase I Corrective Action.

Several areas still require corrective action, including several former landfill cells and several former lagoons. The Corrective Measures Study Report (March 1995), which has been approved by the EPA, proposes Phase II contaminant control and remediation activities, including construction of slurry walls and impermeable caps along with in-situ vapor extraction of source material.

In October 1995, upon review of the Phase II Corrective Action Plan (September 1995), which summarizes the results of the Phase I Corrective Action, the TCEQ agreed that (1) Laidlaw had demonstrated the effectiveness of the Phase I Corrective Action in controlling groundwater contamination and (2) the actions proposed in the Corrective Measures Study (referred to as the Phase II Corrective Action Plan) were not requested at the time.

E. Summary

Stratum 1	
Depth to First Groundwater	8 - 25' below surface
Type/Classification	Unconfined (vadose zone)
Unsaturated Soil Permeability	10^{-5} - 10^{-6} cm/sec
Depth of Unsaturated Zone	8 - 15'
Depth to Usable Aquifer	400' (industrial water supply)
Regional Groundwater Flow Direction	N - NW
Confining Layers Above Aquifer	Yes
Distance to Nearest Fault	2 miles
Seismic Activity, USGS Zone	0
Groundwater Wells (Depth of wells 25' - 115')	144
Upgradient Wells	21
Downgradient/Point of Compliance Wells	57
Supplemental/Background Wells	45
Recovery Wells/French Drains/ Dewatering Wells	43

5.0 Closure Plan

A comprehensive facility closure plan has been developed in accordance with RCRA requirements and is available at the site for inspection upon request. A Certificate of Insurance guarantees financial assurance for closure.

6.0 Insurance

Clean Harbors and its subsidiaries maintain General Liability and Automobile Liability insurance with aggregate limits of \$30,000,000. The Company purchases Environmental Impairment Liability insurance for its waste facilities with limits of \$30,000,000 insuring the Company against liability for sudden and accidental occurrences from the time waste is picked up from a customer, while being handled at the Company's treatment and transfer facilities, through its delivery to a disposal site. In addition, Clean Harbors purchases an insurance program for Closure (Post-Closure and Corrective Action where so required) in amounts that meet regulatory requirements.

Clean Harbors' Casualty Insurance Program Summary

Policy	Limits of Liability
Workers Compensation & Employers Liability	Statutory \$1,000,000
Business Automobile Liability (Includes MCS-90 Endorsement)	\$1,000,000 Each Occurrence \$5,000,000 MCS-90
Comprehensive General Liability	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Excess (Umbrella) Liability (Follow Form)	\$30,000,000 Each Occurrence \$30,000,000 Aggregate
Wharfingers Liability	\$10,000,000 Any one Vessel/Any one Accident
Contractor's Pollution Liability (Off-Site)	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
Protection and Indemnity	\$1,000,000 Each Occurrence/Any one Vessel
Environmental Impairment Liability (Coverage for Clean Harbors Facilities)	\$3,000,000 Each Occurrence \$6,000,000 Aggregate
Excess Pollution Liability (Sudden and Accidental Occurrences)	\$30,000,000 Each Occurrence \$30,000,000 Aggregate
Total coverage for Pollution incidences that occur during transportation related activities	\$30,000,000 Limit

For more detail concerning Clean Harbors' coverage, please contact the Clean Harbors Risk Management Department at 781.849.1800.

Facility Closure Certificates

<http://clark.cleanharbors.com/tt/sl.ashx?z=219847c5&dataid=640&ft=1>

Certificate of Liability Insurance

<http://clark.cleanharbors.com/tt/sl.ashx?z=219847c5&dataid=98&ft=1>

7.0 Financial Information

Financial information on Clean Harbors and its subsidiaries are available from the Clean Harbors website in the Investor Relations section.

http://www.cleanharbors.com/investor_relations/investment_materials.html

8.0 Appendix

If applicable, supporting facility documentation will follow.



2027 Independence Parkway South • La Porte, TX 77571 • 281.930.2411 • www.cleanharbors.com

Texas Commission on Environmental Quality

COMPLIANCE AGREEMENT

Clean Harbors Deer Park, LLC
Clean Harbors Deer Park Wastewater Treatment Facility; RN102184173
Harris County, Texas

The Texas Commission on Environmental Quality ("Commission" or "TCEQ") is the state agency charged with enforcing TEX. WATER CODE ch. 26 (the "Code") and the regulations promulgated pursuant to the Code.

Clean Harbors Deer Park, LLC ("the Respondent") owns and operates an industrial and hazardous waste treatment, storage, and disposal facility with an associated wastewater treatment system located at 2027 Independence Parkway South, south of Tidal Road, west of State Highway 134, and east of and adjacent to Tucker Bayou, in Deer Park, Harris County, Texas ("the Facility").

The Respondent has a renewal application of its Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0001429000 pending before the TCEQ. The Respondent recognizes that it will be unable to attain compliance with the final effluent limitations set forth in the existing permit by the end of the three year compliance period, October 12, 2010. This will impose more stringent water quality based effluent limitations, and subsequently, the Facility will be in violation of the TCEQ's requirements found in the Code and 30 TEX. ADMIN. CODE ch. 305. The Respondent will be required to correct the violation listed in the following paragraphs and comply with the Commission's wastewater treatment requirements.

VIOLATIONS

On or about October 12, 2010, the Respondent will continue to discharge effluent into the existing permitted discharge point, Tucker Bayou. The Respondent anticipates that it will not be able to meet the new site specific water quality standards for Tucker Bayou, and will be in violation of TEX. WATER CODE § 26.121(a), 30 TEX. ADMIN. CODE § 305.125(1), and TPDES Permit No. WQ0001429000, Effluent Limitations and Monitoring Requirements No. 1.

In response to this violation, and in an effort to ensure that appropriate efforts to achieve compliance are pursued with due diligence, and completed within a reasonable time, the Respondent and the Commission have entered into this Compliance Agreement ("CA").

TCEQ acknowledges that the Respondent is pursuing efforts to complete an alternative discharge pipeline and diffuser that would allow discharge directly into the Houston Ship Channel (as opposed to the existing permitted discharge point, Tucker Bayou). However, in order to complete the discharge pipeline, the Respondent had to enter into a Right of Way Agreement with adjacent landowner, Dow Chemical Corporation (formerly Rohm and Haas Corporation which was acquired by Dow in a merger, effective December 2009), to construct the pipeline on their property. As part of this Right of Way Agreement, Dow Chemical limited access to its property until after it had constructed its own pipeline. Construction of the Respondent's discharge pipeline commenced promptly once Dow completed its pipeline.

The provisions of this CA are as follows:

1. The Respondent shall diligently pursue construction of the new discharge pipeline and physical diffuser, in the new diffusion zone location, in the Houston Ship Channel.
2. Within 90 days after the effective date of this CA, and on a quarterly basis thereafter, the Respondent shall provide a report to the Commission detailing progress to:


Enforcement Division, MC 169A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Water Section, Manager
Houston Regional Office
Texas Commission on Environmental Quality
5425 Polk Street, Suite H
Houston, Texas 77023-1452

3. This CA shall remain in effect until such time as an Administrative Order which addresses the noted violation is issued by the Commission.

In return for the Respondent's agreement and adherence to these terms, the Commission will exercise its enforcement discretion relevant to the Respondent's noncompliance with its existing TPDES permit limits. Should unforeseen circumstances indicate a need to alter the above mentioned schedule, the Respondent must immediately notify the Commission so that an amendment can be discussed. The effective date of this CA is the signature date of the Respondent's authorized representative. Acceptance of the terms of this CA is indicated by the signatures below.



Authorized Representative of
Clean Harbors Deer Park, LLC

10/11/10


Date

ERIC GERSTENBERG

Printed name of authorized representative
for Clean Harbors Deer Park, LLC

EXECUTIVE V.P.

Title



Bryan Sinclair, Director
Enforcement Division
Texas Commission on Environmental Quality

10/11/2010

Date

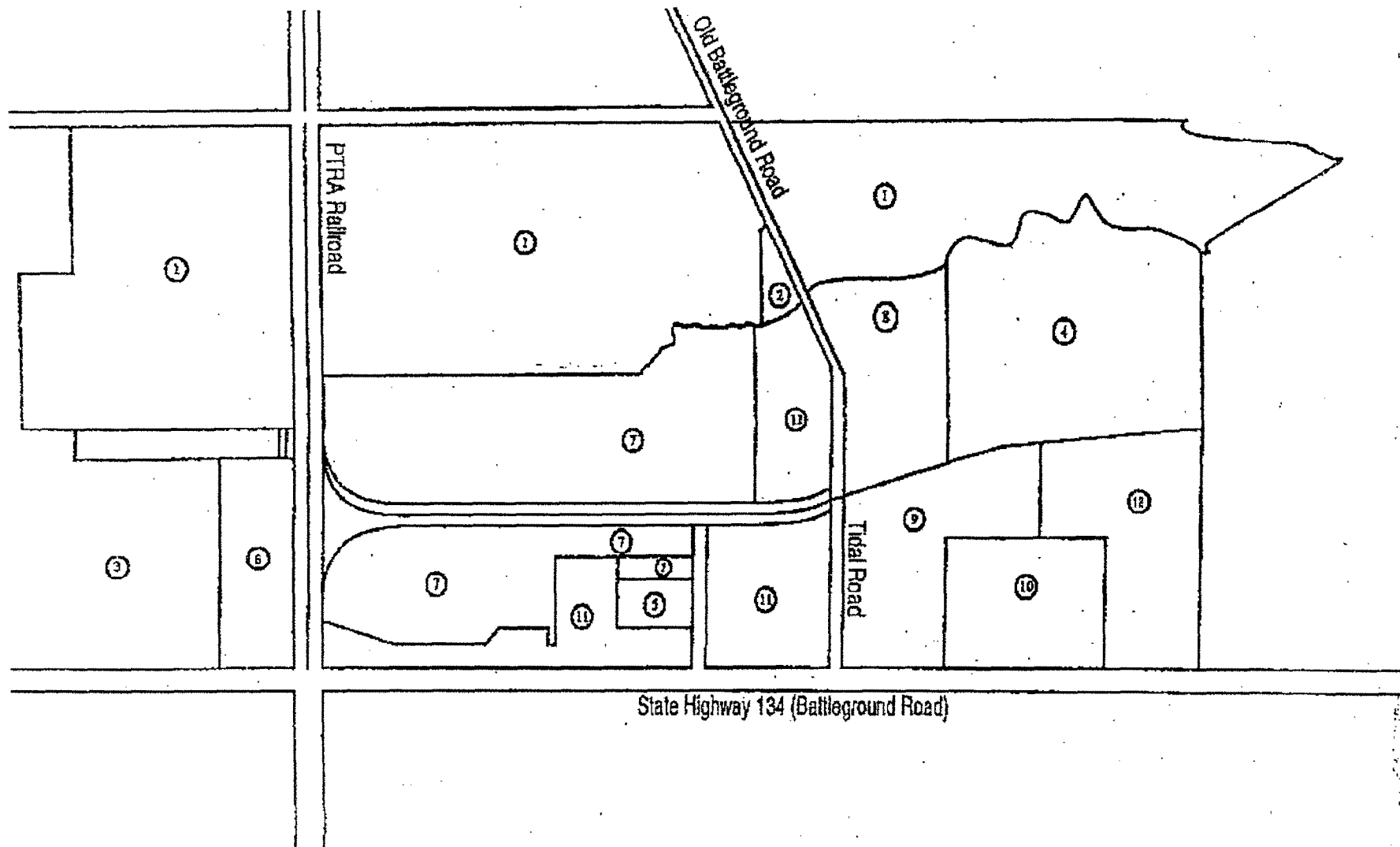
ATTACHMENT

2

KEY FOR ADJACENT PROPERTY OWNERS

<u>Property Owner</u>	<u>Address</u>
1. Rohm & Haas Texas, Inc.	Highway 225 P. O. Box 672
2. Air Liquide America Corporation	2300 Tidal Road P. O. Box 7326
3. Dow-Hampshire Chemical Company	739 Independence Parkway S P. O. Box A
4. Mitsui & Co. (USA), Inc.	1000 Louisiana Suite 5700 Houston, Texas 77002
5. Clean Harbors Environmental Services, Inc.	2027 Independence Parkway S La Porte, Texas 77571
6. Clean Harbors Deer Park, LLC	2027 Independence Parkway S La Porte, Texas 77571
7. Clean Harbors Deer Park, LLC	2027 Independence Parkway S La Porte, Texas 77571
8. Global Octanes Corporation	2621 Tidal Road P. O. Box 190
9. Texas Molecular	2025 Independence Parkway S P. O. Box 1914
10. DSI Transport	2401 Independence Parkway S
11. Intercontinental Terminals, Inc.	1943 Independence Parkway S
12. PAKTANK	2759 Independence Parkway S

ADJACENT PROPERTY OWNERS MAP



ATTACHMENT

3



HAZARDOUS WASTE PERMIT NO. 50089
EPA ID. NO. [REDACTED]
ISWR NO. 50089

Texas Commission on
Environmental Quality
Austin, Texas

PERMIT FOR INDUSTRIAL SOLID
WASTE MANAGEMENT SITE issued
under provisions of TEXAS HEALTH
AND SAFETY CODE ANN.
Chapter 361 (Vernon)

Name of Permittee:	Clean Harbors Deer Park, LP 2027 Battleground Road La Porte, Texas 77571
Site Owner:	Clean Harbors Deer Park, LP 2027 Battleground Road La Porte, Texas 77571
Registered Agent for Service:	U.S. Corporation Littlefield Building Austin, Texas 78701
Classification of Site:	Hazardous and Nonhazardous Class 1 and Class 2 Industrial Solid Waste Storage, Processing, and Disposal, Off-site, Commercial

The permittee is authorized to manage wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules of the Commission and other Orders of the Commission, and laws of the State of Texas. This permit does not exempt the permittee from compliance with the Texas Clean Air Act. This permit will be valid until canceled, amended, modified or revoked by the Commission, except that the authorization to store, process and dispose of wastes shall expire midnight, 10 years after the date of renewal permit approval. This permit was originally issued on March 15, 1988.

All provisions in this permit stem from State and/or Federal authority. Those provisions marked with an asterisk (*) stem from Federal authority and will implement the applicable requirements of HSWA for which the Texas Commission on Environmental Quality has not been authorized. Those provisions marked with a double asterisk (**) stem from federal authority only.

ISSUED:

JAN 18 2005

A handwritten signature in black ink, appearing to be "R. White", written over a horizontal line.

For The Commission

FEDERAL OPERATING PERMIT

A FEDERAL OPERATING PERMIT IS HEREBY ISSUED TO

Clean Harbors Deer Park, L.P.

AUTHORIZING THE OPERATION OF

Clean Harbors Deer Park
Refuse Systems

LOCATED AT

Harris County, Texas

LATITUDE 29° 43' 35" LONGITUDE 95° 5' 40"

Regulated Entity Number: RN102184173

This permit is issued in accordance with and subject to the Texas Clean Air Act (TCAA), Chapter 382 of the Texas Health and Safety Code and Title 30 Texas Administrative Code Chapter 122 (30 TAC Chapter 122), Federal Operating Permits. Under 30 TAC Chapter 122, this permit constitutes the permit holder's authority to operate the site and emission units listed in this permit. Operation of the site and emission units listed in this permit are subject to all additional rules or amended rules and orders of the Commission pursuant to the TCAA.

This permit does not relieve the permit holder from the responsibility of obtaining New Source Review authorization for new, modified, or existing facilities in accordance with 30 TAC Chapter 116, Control of Air Pollution by Permits for New Construction or Modification.

The site and emission units authorized by this permit shall be operated in accordance with 30 TAC Chapter 122, the general terms and conditions, special terms and conditions, and attachments contained herein.

This permit shall expire five years from the date of issuance. The renewal requirements specified in 30 TAC § 122.241 must be satisfied in order to renew the authorization to operate the site and emission units.

Permit No: O1566 Issuance Date: November 12, 2007



For the Commission

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
AIR QUALITY PERMIT



A PERMIT IS HEREBY ISSUED TO
Clean Harbors Deer Park, LLC
AUTHORIZING THE CONTINUED OPERATION OF
Hazardous Waste Incinerator
LOCATED AT La Porte, Harris County, Texas
LATITUDE 29° 43' 35" LONGITUDE 95° 5' 40"

1. Facilities covered by this permit shall be constructed and operated as specified in the application for the permit. All representations regarding construction plans and operation procedures contained in the permit application shall be conditions upon which the permit is issued. Variations from these representations shall be unlawful unless the permit holder first makes application to the Texas Commission on Environmental Quality (commission) Executive Director to amend this permit in that regard and such amendment is approved. [Title 30 Texas Administrative Code § 116.116 (30 TAC § 116.116)]
2. **Voiding of Permit.** A permit or permit amendment is automatically void if the holder fails to begin construction within 18 months of the date of issuance, discontinues construction for more than 18 months prior to completion, or fails to complete construction within a reasonable time. Upon request, the executive director may grant an 18-month extension. Before the extension is granted the permit may be subject to revision based on best available control technology, lowest achievable emission rate, and netting or offsets as applicable. One additional extension of up to 18 months may be granted if the permit holder demonstrates that emissions from the facility will comply with all rules and regulations of the commission, the intent of the Texas Clean Air Act (TCAA), including protection of the public's health and physical property; and (b)(1) the permit holder is a party to litigation not of the permit holder's initiation regarding the issuance of the permit; or (b)(2) the permit holder has spent, or committed to spend, at least 10 percent of the estimated total cost of the project up to a maximum of \$5 million. A permit holder granted an extension under subsection (b)(1) of this section may receive one subsequent extension if the permit holder meets the conditions of subsection (b)(2) of this section. [30 TAC § 116.120(a), (b) and (c)]
3. **Construction Progress.** Start of construction, construction interruptions exceeding 45 days, and completion of construction shall be reported to the appropriate regional office of the commission not later than 15 working days after occurrence of the event. [30 TAC § 116.115(b)(2)(A)]
4. **Start-up Notification.** The appropriate air program regional office shall be notified prior to the commencement of operations of the facilities authorized by the permit in such a manner that a representative of the commission may be present. The permit holder shall provide a separate notification for the commencement of operations for each unit of phased construction, which may involve a series of units commencing operations at different times. Prior to operation of the facilities authorized by the permit, the permit holder shall identify to the Office of Permitting and Registration the source or sources of allowances to be utilized for compliance with Chapter 101, Subchapter H, Division 3 of this title (relating to Mass Emissions Cap and Trade Program). [30 TAC § 116.115(b)(2)(B)]
5. **Sampling Requirements.** If sampling is required, the permit holder shall contact the commission's Office of Compliance and Enforcement prior to sampling to obtain the proper data forms and procedures. All sampling and testing procedures must be approved by the executive director and coordinated with the regional representatives of the commission. The permit holder is also responsible for providing sampling facilities and conducting the sampling operations or contracting with an independent sampling consultant. [30 TAC § 116.115(b)(2)(C)]
6. **Equivalency of Methods.** The permit holder must demonstrate or otherwise justify the equivalency of emission control methods, sampling or other emission testing methods, and monitoring methods proposed as alternatives to methods indicated in the conditions of the permit. Alternative methods shall be applied for in writing and must be reviewed and approved by the executive director prior to their use in fulfilling any requirements of the permit. [30 TAC § 116.115(b)(2)(D)]
7. **Recordkeeping.** The permit holder shall maintain a copy of the permit along with records containing the information and data sufficient to demonstrate compliance with the permit, including production records and operating hours; keep all required records in a file at the plant site. If, however, the facility normally operates unattended, records shall be maintained at the nearest staffed location within Texas specified in the application; make the records available at the request of personnel from the commission or any air pollution control program having jurisdiction; comply with any additional recordkeeping requirements specified in special conditions attached to the permit; and retain information in the file for at least two years following the date that the information or data is obtained. [30 TAC § 116.115(b)(2)(E)]
8. **Maximum Allowable Emission Rates.** The total emissions of air contaminants from any of the sources of emissions must not exceed the values stated on the table attached to the permit entitled "Emission Sources--Maximum Allowable Emission Rates." [30 TAC § 116.115(b)(2)(F)]
9. **Maintenance of Emission Control.** The permitted facilities shall not be operated unless all air pollution emission capture and abatement equipment is maintained in good working order and operating properly during normal facility operations. The permit holder shall provide notification for upsets and maintenance in accordance with §§ 101.201, 101.211, and 101.221 of this title (relating to Emissions Event Reporting and Recordkeeping Requirements; Scheduled Maintenance, Startup, and Shutdown Reporting and Recordkeeping Requirements; and Operational Requirements). [30 TAC § 116.115(b)(2)(G)]
10. **Compliance with Rules.** Acceptance of a permit by an applicant constitutes an acknowledgment and agreement that the permit holder will comply with all rules, regulations, and orders of the commission issued in conformity with the TCAA and the conditions precedent to the granting of the permit. If more than one state or federal rule or regulation or permit condition is applicable, the most stringent limit or condition shall govern and be the standard by which compliance shall be demonstrated. Acceptance includes consent to the entrance of commission employees and agents into the permitted premises at reasonable times to investigate conditions relating to the emission or concentration of air contaminants, including compliance with the permit. [30 TAC § 116.115(b)(2)(H)]
11. This permit may be appealed pursuant to 30 TAC § 50.139.
12. This permit may not be transferred, assigned, or conveyed by the holder except as provided by rule. [30 TAC § 116.110(e)]
13. There may be additional special conditions attached to a permit upon issuance or modification of the permit. Such conditions in a permit may be more restrictive than the requirements of Title 30 of the Texas Administrative Code. [30 TAC § 116.115(c)]
14. Emissions from this facility must not cause or contribute to a condition of "air pollution" as defined in TCAA § 382.003(3) or violate TCAA § 382.085, as codified in the Texas Health and Safety Code. If the executive director determines that such a condition or violation occurs, the holder shall implement additional abatement measures as necessary to control or prevent the condition or violation.

PERMIT 5064

Date: April 6, 2011

For the Commission

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
H. S. Buddy Garcia, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 17, 2007

Mr. Kevin Honohan
Clean Harbors Deer Park, Inc.
2027 Battleground Road
La Porte, Texas 77571

Re: Clean Harbor Deer Park, Inc., TPDES Permit No. WQ0001429000
(RN 102184173; CN 601558802)

Dear Mr. Honohan:

Enclosed is a copy of the above referenced permit for a wastewater treatment facility issued on behalf of the Executive Director pursuant to Chapter 26 of the Texas Water Code.

If you are receiving a Texas Pollutant Discharge Elimination System (TPDES) discharge permit and your system is a new facility or an existing facility that has been reporting to the Texas Commission on Environmental Quality (TCEQ), you may comply with self-reporting requirements by submitting discharge monitoring reports (DMR) electronically over the Web through STEERS (see enclosed flyer). Information about the electronic DMR (eDMR) system is available at www.tceq.state.tx.us/goto/eDMR. We encourage electronic reporting. Discharge facilities that do not use the eDMR system will receive paper DMR forms and instructions from the TCEQ Enforcement Division, or from the U.S. Environmental Protection Agency (EPA) if the facility has been submitting DMRs to EPA.

If you are receiving a land application (no discharge) permit and are required to report monitoring results, self-reporting forms and instructions will be forwarded to you by the TCEQ Enforcement Division.

Enclosed is a "Notification of Completion of Wastewater Treatment Facilities" form. Use this form ~~when the facility begins to operate or goes into a new phase. The form notifies the agency when the~~ proposed facility is completed or when it is placed in operation. This notification complies with the special provision incorporated into the permit. When the agency receives this form, the appropriate permit requirements will be activated in the compliance system database so that accurate monitoring and reporting can occur.



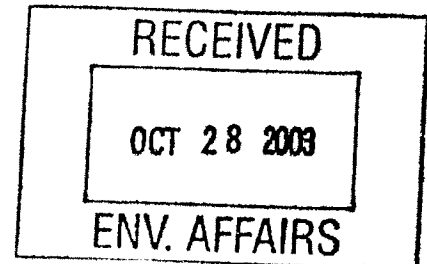
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

OCT 22 2003

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Timothy F. Kent
Facility Compliance Manager
Clean Harbors Deer Park, LP
2027 Battleground Road
Deer Park, TX 77536



Dear Mr. Kent:


We are in receipt of your letter of May 12, 2003, requesting a modification to the Clean Harbors Deer Park, LP polychlorinated biphenyl (PCB) commercial storage and incinerator disposal approval of September 6, 2002. You requested that the approval be modified to include a new in-ground tank (Bulk Feed Tank T-201) to better control waste feeds so as to reduce or eliminate automatic waste feed cut-offs, and to provide a uniform waste feed stream to the Train 1 PCB incinerator. This tank will be considered ancillary equipment to the incinerator. We have reviewed your request, and hereby approve Bulk Feed Tank T-201 for PCBs. A new condition II. B. 6. has been added to the enclosed conditions approving the use of T-201.

This approval becomes effective on the date of this letter, and shall expire on the date that the United States Environmental Protection Agency (EPA) makes its final determination on the Clean Harbors re-authorization request. The determination will include an evaluation of the risk burn that will be conducted in conjunction with the Maximum Achievable Control Technology (MACT) test. Violation of 40 CFR Part 761, or any condition included as part of this approval, may subject Clean Harbors to enforcement action under the Toxic Substances Control Act (TSCA) and/or other applicable laws and regulations. Such action could result in termination, revocation, or modification of this approval. Furthermore, receipt of evidence that: (1) a misrepresentation of any material fact has been made in any Clean Harbors submittal; (2) all relevant facts have not been disclosed; or (3) the nature of the disposal has substantially changed from the effective date of this approval may constitute sufficient cause for termination, revocation or modification of this approval. The EPA reserves the right to add, modify or delete

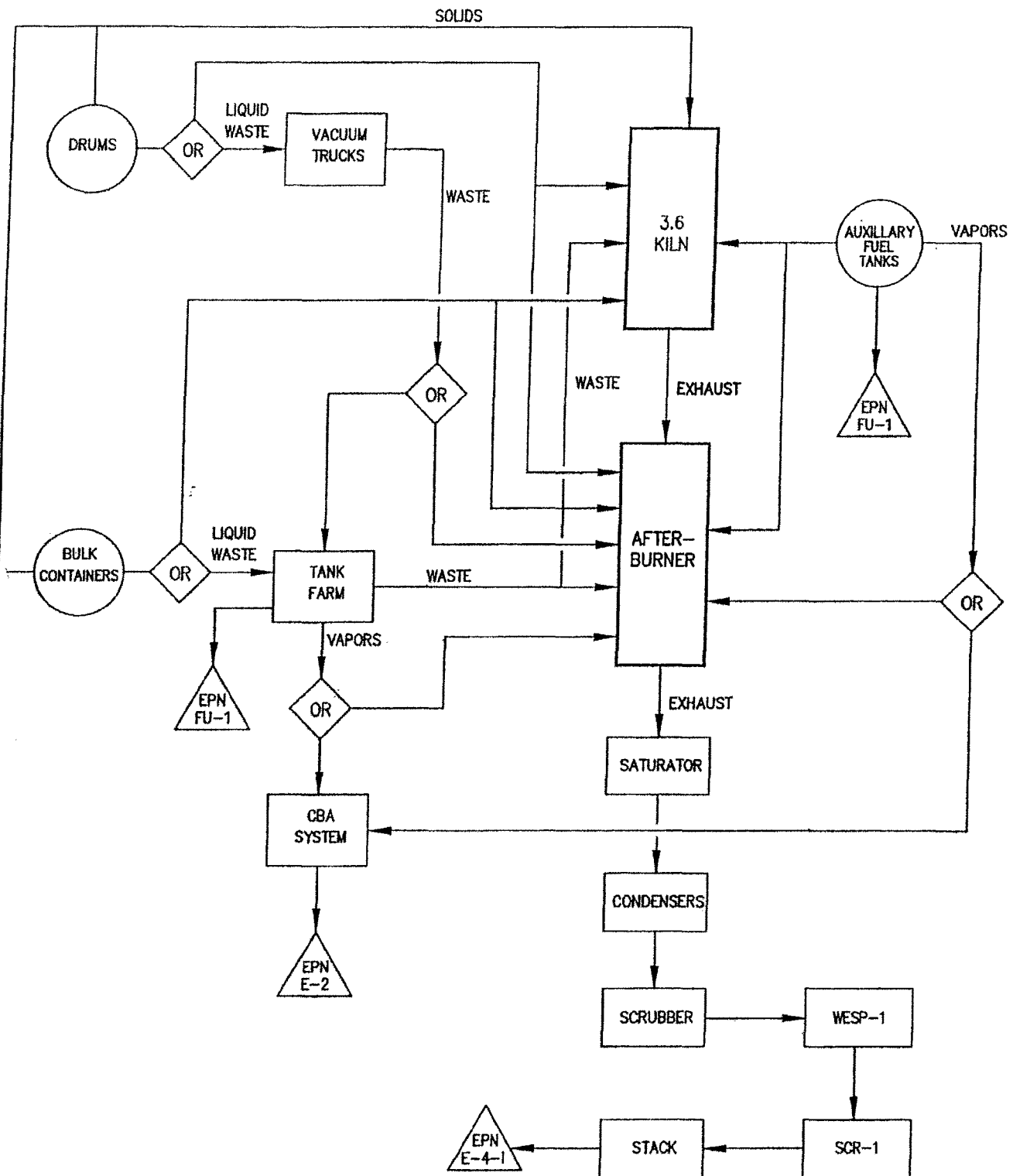
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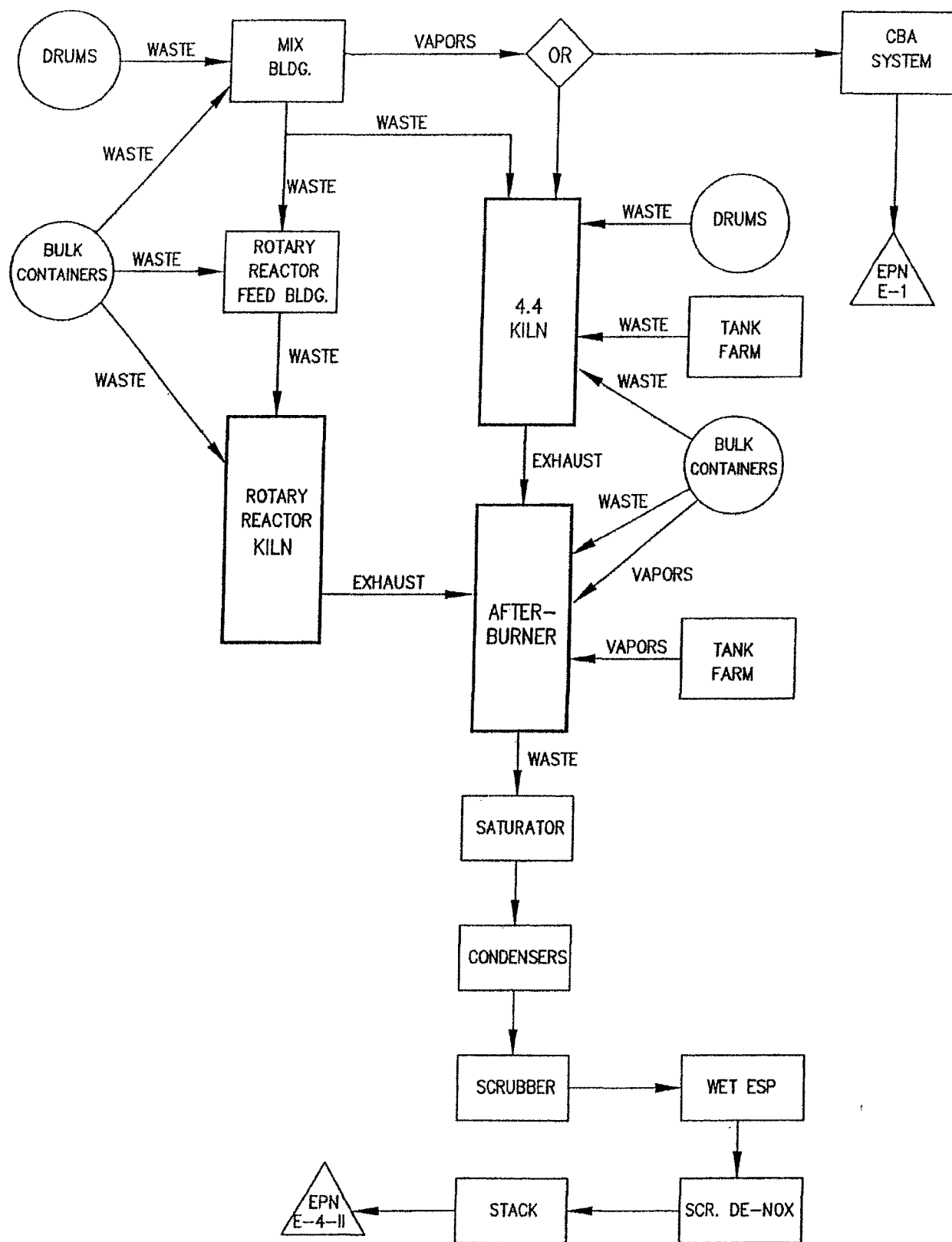
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12	GENERAL REVISION	WDS 2/14/94		TIME	01/04/94	
9	GENERAL REVISION	WDS 12/1/93		PLAN ROOMS USED FOR		
8	GENERAL REVISION	WDS 4/15/93		FACILITY FISH PLAN		
7	GENERAL REVISION	WDS 11/9/92		PLANT SURVEY		
6	GENERAL REVISION	WDS 3/27/92				
5	GENERAL REVISION	WDS 3/26/92				
REV.	DESCRIPTION	DATE	SCALE	DATE	DRAWING NO.	REV.
		WDS 2/5/94	1"=20'	2/5/94	H-010-00-01-E	

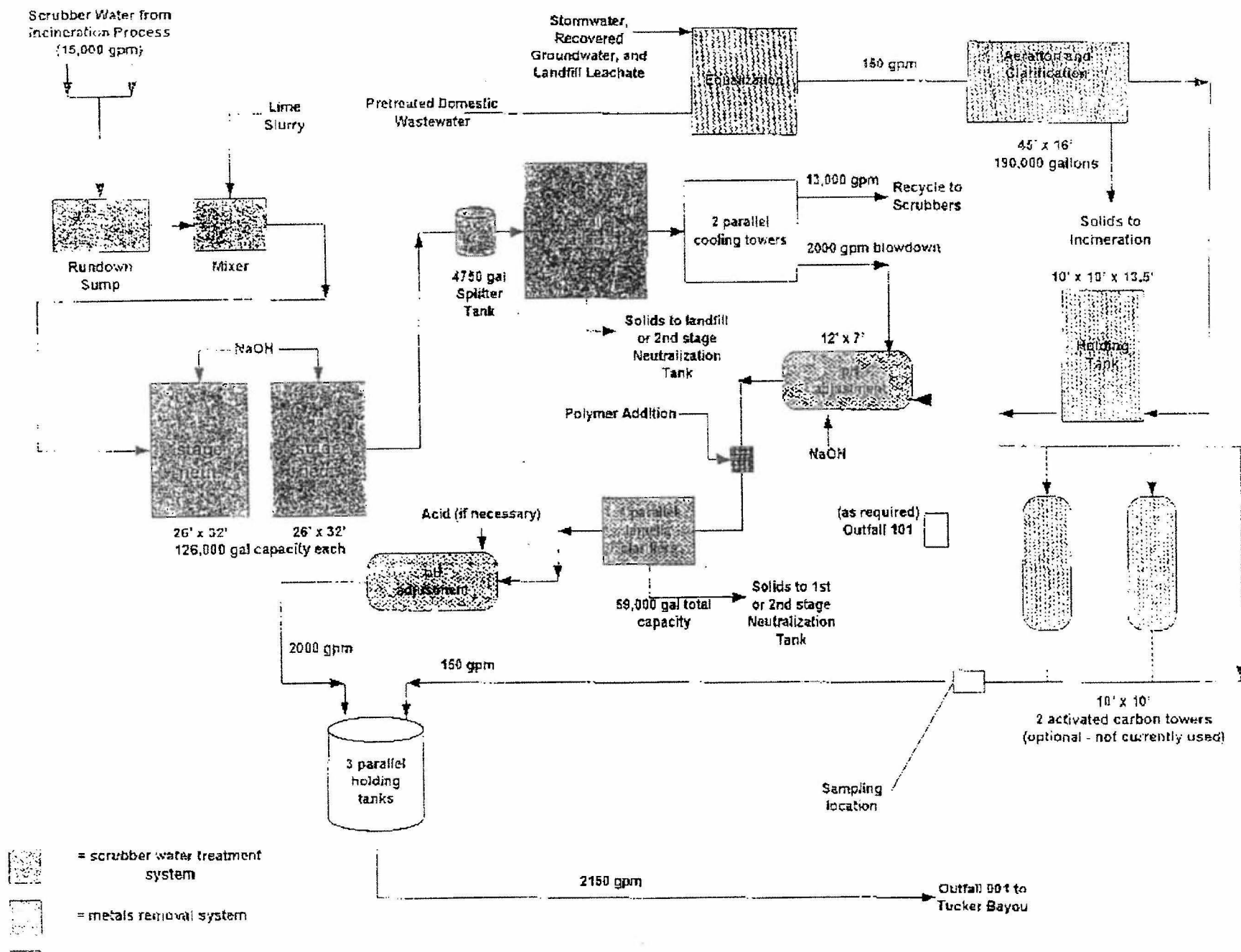
TRAIN I INCINERATION SYSTEM



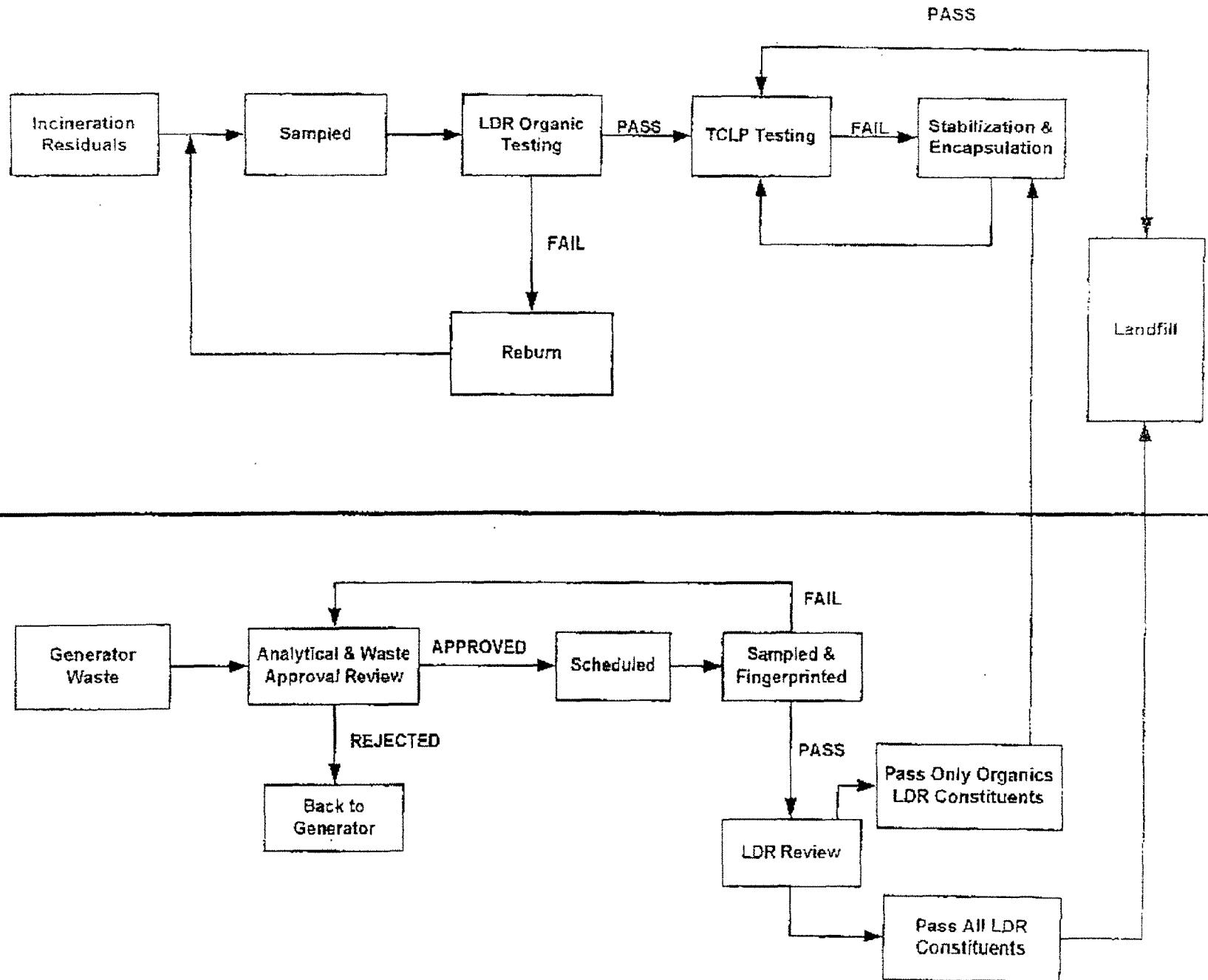
TRAIN II INCINERATION SYSTEM



CLEAN HARBORS DEER PARK, LP WASTEWATER TREATMENT SYSTEMS



LANDFILL FLOW DIAGRAM



ATTACHMENT

5

TABLE V.B CONTAINER STORAGE AREAS

Permit Unit No.	Container Storage Area	N.O.R. Unit #	WASTE NUMBER*	Rated Capacity	Dimensions	STACKING HEIGHT	AISLE SPACING	Containment Volume (including rainfall for unenclosed areas) gallons	Unit will manage Ignitable, ¹ Reactive, ¹ or Incompatible ¹ Waste (state all that apply)
76a	DSP-1	36	101-107, 109-111	30,250 gal	30'x84.5' = 2535 sq ft	3 pallets	2 feet/4 feet**	6,084	Yes
76b	DSP-2	37	101-107, 109-111	37,060 gal	34'x114.25' = 3885 sq ft	3 pallets	2 feet/4 feet**	13,088	Yes
76c	DSP-3	38	101-107, 109-111	113,870 gal	59.33'x125.62' = 7453 sq ft	3 pallets	2 feet/4 feet**	13,991	Yes
76d	DSP-4	39	101-111	136,680 gal	irregular-4,708 sq ft	3 pallets	2 feet	15,198	Yes
76e	DSP-5	40	101-111	151,800 gal	irregular-6,993 sq ft	3 pallets	2 feet	28,137	Yes
76f	DSP-6	41	101-107, 109-111	170,000 gal	irregular-11,280 sq ft	3 pallets	2 feet	26,565	Yes
76g	DSP-7	42	101-111	19,800 gal	irregular-1,404 sq ft	3 pallets	2 feet	2,429	Yes
76h	Warehouse	43	101-111, 112	212,520 gal	irregular-12,568 sq ft	4 pallets/racks	2 feet	64,761	Yes
77	Transformer/Drum handling Bldg.	34	101-111	163,980 gal	irregular-9,090 sq ft	3 pallets	2 feet	25,726	Yes
78	Container Storage Warehouse	7	101-107, 109-111	587,520 gal	22,963 sq ft	4 pallets/racks	2 feet/4 feet**	68,655	Yes
79 ^a	Tank Truck Storage Pad	168	101-111	71,500 gal	irregular-6,954 sq ft	1 bin or trailer	2 feet	56,766	Yes
90	BSA-1 ^c	69	103-108, 110,111	1,500 Cubic yds	75'x350' = 26,250 sq ft	3 bins or 1 trailer	2 feet	None	Yes
91	BSA-2 ^c	70	103-108, 110,111	4,650 Cubic yds	irregular-73,028 sq ft	3 bins or 1 trailer	2 feet	None	Yes
92	BSA-3 ^c	71	103-108, 110,111	1,650 Cubic yds	101'x317' = 32,017 sq ft	3 bins or 1 trailer	2 feet	None	Yes
101 ^b	DSP-8	74	101-107, 109-111	23,700 gal	16.33'x87.91' = 1,436 sq ft	3 pallets	2 feet	2,370	Yes
104	Front-line storage pad	035	101-111	60,500 gal	irregular-6,996 sq ft	1 bin or 1 trailer	2 feet	52,474	Yes
106	Waste Receiving Pad	167	103-107 110,111	212,100 gal	irregular-12,939 sq ft	1 bin or 1 trailer	2 feet	103,590	Yes

*Waste Numbers From Table IV.B, includes both on-site and off-site generated wastes.

** per NFPA Code

^aDrummed or other containerized wastes (except wastes stored in tank trailers) shall be stored on Permit Unit No. 79 for a maximum of 90 days and only if waste containers remain on trailers until such time as the containers are transferred to another permitted treatment, storage, or disposal unit.

^bContainerized waste shall only be placed into Permit Unit No. 101 while the Train I or Train II is operational and shall not be allowed to remain in Permit Unit No. 101 longer than 24 hours.

^cAll wastes must pass the paint filter test (EPA SW-846, Method 9095).

TABLE V.C TANKS AND TANK SYSTEMS

<i>Permit Unit No.</i>	<i>Tank</i>	<i>N.O.R. Unit #</i>	<i>Storage and/or Processing</i>	<i>Waste No.s¹</i>	<i>Rated Capacity³</i>	<i>Dimensions</i>	<i>Containment Volume (including rainfall for unenclosed areas) Gallons</i>	<i>Unit Will Manage Ignitable, Reactive, or Incompatible Waste (State all that apply)</i>
09	T-1	84	STORE	101,102,108	20,000 g	12'x25'6"	418,721	YES
10	T-2	85	STORE	101,102,108	24,000 g	13'x25'6"	418,721	YES
11	T-11	86	STORE	101,102,108	15,000 g	10'x25'6"	418,721	YES
12	T-12	87	STORE	101,102,108	15,000 g	10'x25'6"	418,721	YES
13	T-18	88	STORE	101,102,108	24,000 g	13'x25'6"	418,721	YES
14	T-19	89	STORE	101,102,108	20,000 g	12'x25'6"	418,721	YES
15	T-20	90	STORE	101,102,108	7,000 g	7'7 1/2"x22'0"	418,721	YES
16	T-21	91	STORE	101,102,108	7,000 g	7'7 1/2"x22'0"	418,721	YES
17	T-27	92	STORE	101,102,108	14,600 g	11'6"x18'	418,721	YES
18	T-28	93	STORE	101,102,108	14,600 g	11'6"x18'	418,721	YES
19	T-31	94	STORE	101,102,108	27,000 g	12'x32'	418,721	YES
20	T-32	95	STORE	101,102,108	27,000 g	12'x32'	418,721	YES
21	T-60	96	STORE	101,102,108	100,000 g	25'x27'6"	418,721	YES
22	T-61	97	STORE	101,102,108	2000,00 g	33'x32'	418,721	YES
23	V-101	21	STORE	101,102,108	10,000 g	8'x29'8"	418,721	YES

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

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could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SDC0249

DATE ISSUED: 6/11/2012

COMMODITY/SERVICE DESCRIPTION: Collection, Transportation,
and Disposal of Household Hazardous Wastes

REQUISITION NO.: 1500 12060100387

COMMODITY CODE: 92645

PRE-BID CONFERENCE TIME AND DATE: 6/19/2012 @ 10:00 A.M.

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID DUE PRIOR TO: 7/3/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 7/3/2012 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____ **Email Address:** _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following address: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARD BID DOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **SDC0249**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0249

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0249
FOR**

Collection, Transportation, and Disposal of Household Hazardous Wastes

State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="Collection, Transportation, and Disposal of Household Hazardous Wastes"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0249

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			



City of Austin



INVITATION FOR BID

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Collection, Transportation, and Disposal of Household Hazardous Waste

IFB No.: SDC0249

Addendum No. 1

Date of Addendum: June 15, 2012

- 1.0 Please incorporate the revised bid sheets (attached) into the above referenced Invitation for Bid. Any bid sheets submitted other than the attached sheet, will be deemed non-responsive and not be considered for evaluation.**
- 2.0 All other terms and conditions will remain the same**

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Collection, Transportation, and Disposal of Household Hazardous Wastes

IFB No.: SDC0249

Addendum No. 2

Date of Addendum: 6/25/2012

1.0 The following clarifications are provided in response to questions from potential respondents:

Q- Question

A-Answer

Q. Is a bid bond or guarantee required? If so, what dollar amount?

A. **No bid bond is required.**

Q. Can a vendor provide alternative technology for the waste streams on the bid?

A. **No**

Q. Would you be able to submit a specific supply list itemizing all supplies required for the HHW facility for pricing purposes?

A. **List is Attached.**

Q. Are payment terms within 30 days?

A. **Yes per City of Austin terms and conditions para. 13.**

Q. Unless specified as bulk on the bid sheet, can we assume pricing is based on loosepack?

A. **Yes**

Q. Page 7, item 3.11.4 of the document file "0500 (IFB) Specification" mentions drum inventory sheets. Is this required, or can container be shipped as loose packs (inventories not required)?

A. **Shipped as loose packs, inventory sheet not required.**

Q. Page 8, item 3.14 of the document file "0500 (IFB) Specification" mentions training is to be included. Does this refer to annual 8-hour refresher training for the city staff, or is this specific to on site HazCat Training only?

A. **Training will be vendor training of HHW staff on any vendor's specific packaging requirements.**

Q. Page 3, item 7 of Section 0400(Supplemental Purchase Provisions), states MSDS submittal is required. Does this apply to this specific contract, and we are required to submit MSDS for all potential waste streams?

A. **MSDS will not be required.**

Q. Page 1, item 1.4 of section 0600 (Bid Sheet) refers to Flammable Liquids for incineration. Does this include toxic materials, and are we allowed to give recycle options vs. incineration?

A. **This does include toxic materials, therefore incineration is preferred.**

Q. Page 2, item 2.15 of Section 0600 (Bid Sheet) references MAPP Gas/incineration. Is incineration required, or is recycle an option?

A. **Although recycling is an option, we will keep it as incineration for fairness to all bidders.**

Q. Page 3, item 2.15 Section 0600 (Bid Sheet) references cylinder return is requested regarding Freon. Is there a Required turnaround time for cylinder return?

A. **One Month**

Q. Page 3, item 2.17 of Section 0600 (Bid Sheet) refers to crushed/broken fluorescent lamps. Does the City have a crusher on site, or will they mainly ship as whole bulbs?

A. **These are bulbs which arrive at the collection facility broken. There is no bulb crusher on site and the majority of bulbs are shipped whole.**

Q. On line 2.12 (lithium-ion batteries), we do not pack in anything larger than a 5-gallon drum for safety reasons. The bid is requesting a price for a 30 gallon drum in addition to a 5 gallon drum. How should we handle adding a disposal price for a size that we would not use? Should we put N/A or would that be considered unresponsive?

A. **Section 0600 (Bid Sheet) Line item 2.12, (Li-Ion Batteries, Recycle). Vendors do not need to bid the 30 Gallon Drum line item, it will not be considered part of the pricing. Bid only the 5 Gallon pail line item.**

Q. If we have a disposal technology that is a lower cost than what is listed for a line item on the bid sheet (incin, recycle, etc.), should we correct the bid sheet to show the disposal technology that we would propose using?

A. **We would prefer recycling over other options. Therefore, we would not want to have a recycling option changed because another method is less expensive.**

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

Q. Would you be able to submit a specific supply list itemizing all supplies required for the HHW facility for pricing purposes?

A. Other than waste containers (drums, boxes, etc), our records show the City of Austin HHW Program ordered the following supplies over the fiscal year 2011:

18 boxes of medium Nitrile Gloves

80 boxes of XL Nitrile Gloves

42 packs (12 pair in each) of leather work gloves

3 boxes Tyvek Aprons

7 boxes Large Tyvek

6 boxes XL Tyvek

2 boxes of 2XL Tyvek

1 box of 3XL Tyvek

97 bags of oil absorbant

100 bags of vermiculite/saw dust

2 rolls visqueen

46 packs pH paper (100 strips each)

48 rolls of duct tape

25 rolls threaded packing tape

108 rolls of clear packing tape

1 box of marking crayons

INVITATION FOR BID

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Collection, Transportation, and Disposal of Household Hazardous Wastes

IFB No.: SDC0249

Addendum No. 3

Date of Addendum: 7/2/2012

1.0 The bid due date and time has been changed to July 11, 2012 prior to 2:00 P.M.

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 3 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Collection, Transportation, and Disposal of Household Hazardous Wastes

IFB No.: SDC0249

Addendum No. 4

Date of Addendum: 7/6/2012

1.0 The following clarifications are provided in response to questions from potential respondents:

Q- Question

A-Answer

Q. Please provide incumbent pricing.

A. Attached Bid Tab

Q. Will a dock and forklift be made available by the City of Austin, or will the transportation vehicles need to have liftgates?

A. There is no dock, but a liftgate is not required. The City of Austin has a forklift and it is operated by City staff. The vendor provides a pallet jack and drum dolly and maneuvers the waste into place after it is placed on the truck.

Q. Please provide pickup reports for the last 12 months of the contract.

A. Attached (pick up report)

Q. How long the special collection events and what are the average number of vehicles that participate?

A. The special collection would be a four hour event. There has only been one special collection, and there were approximately 1200 cars in the four hours.

Q. What type of waste does the waste category "Flammable solids" contain?

A. Although it can vary, the waste stream is usually naphthalene or camphor. We occasionally get metal powders as well.

Q. Will the City of Austin provide its own waste containers or will the contractor have to provide containers for each pickup?

A. Containers are provided by the vendor. Currently, supplies are delivered from a supply request list from City staff.

Q. Please confirm that the per drum pricing you are looking for is inclusive of labor, supplies, transportation and disposal of the material.

A. That is correct.

Q. What type of vehicle is utilized for the weekly waste pickups?

A. 48 or 52 ft. trailer.

Q. How many chemists are onsite during the weekly waste pickups?

A. There is one "driver" and one "chemist".

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 4 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SDC0249

DATE ISSUED: 6/11/2012

COMMODITY/SERVICE DESCRIPTION: Collection, Transportation,
and Disposal of Household Hazardous Wastes

REQUISITION NO.: 1500 12060100387

COMMODITY CODE: 92645

PRE-BID CONFERENCE TIME AND DATE: 6/19/2012 @ 10:00 A.M.

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID DUE PRIOR TO: 7/3/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 7/3/2012 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____ **Email Address:** _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:
http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on June 19, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE.** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. PICKUP REQUIREMENTS (SEE SPECIFICATION)

Location: Household Hazardous Waste Collection Facility (HHWCF) 2514 Business Center Drive Austin, Texas	Days: _____
-------------------------------------------------------------------------------------------------------------------	-------------

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Solid Waste Services
Attn:	Donald Hardee
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

8. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
- iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Household Hazardous Waste Collection Facility (HHWCF) Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Household Hazardous Waste Collection Facility (HHWCF) building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Household Hazardous Waste Collection Facility (HHWCF) building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

- B. Price Increases

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calander days to review and approve/disapprove the requested increase. Should the City not agree with the

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Donald Hardee

512-974-4345

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SDC0249

PROJECT NAME: Collection, Transportation, and Disposal of Household Hazardous Wastes

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0249

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 92645

DESCRIPTION: Hazardous Material and Waste Services

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on June 19, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE.** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. PICKUP REQUIREMENTS (SEE SPECIFICATION)

Location: Household Hazardous Waste Collection Facility (HHWCF) 2514 Business Center Drive Austin, Texas	Days: _____
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6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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Department	Solid Waste Services
Attn:	Donald Hardee
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

8. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;

**CITY OF AUSTIN
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- ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
- iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Household Hazardous Waste Collection Facility (HHWCF) Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Household Hazardous Waste Collection Facility (HHWCF) building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

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- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Household Hazardous Waste Collection Facility (HHWCF) building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

- B. Price Increases

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calander days to review and approve/disapprove the requested increase. Should the City not agree with the

**CITY OF AUSTIN
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requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Donald Hardee

512-974-4345

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
COLLECTION, TRANSPORTATION AND DISPOSAL
OF HOUSEHOLD HAZARDOUS WASTES**

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This purchase specification sets forth the minimum requirements for the categorization, packaging, transportation and disposal of household hazardous wastes from the City of Austin, hereinafter referred to as "City, Hazardous Household Waste Collection Facility (HHWCF). Included in this specification are sections on Applicable Requirements, Scope of Work, Reporting Requirements, Program Review for Contract Renewal, and Omissions.

1.2 Classification

The successful bidder (hereinafter referred to as the "Contractor") will provide categorization, packaging, transportation, and disposal of household hazardous wastes for Austin Resource Recovery.

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE/REVISION</u>	<u>DEPT.</u>	<u>APPROVAL PURCHASING</u>
01/28/02	R.L. Fernandez/ Tony Davee/ Shirley Gillespie	Revision	SWS	R.C. Hernandez
01/12/05	Tony Davee Shirley Gillespie	Revision	SWS	R.C. Hernandez
01/20/09	Donald Hardee	Revision	SWS	
04/27/12	Donald Hardee	Revision	ARR	

This specification, until revised or rescinded, shall apply to each future use of this service described herein. Retain for future reference.

2.0 **APPLICABLE SPECIFICATIONS**

- 2.1 All work performed under these specifications shall meet or exceed all applicable state and federal regulations including but not limited to the Texas regulations (Texas Administrative Code, chapter 335 and all parts) and the latest Code of Federal Regulations (40 CFR 260-282) concerning Household Hazardous Waste.
- 2.2 All disposal sites utilized by the Contractor under the terms and conditions of this contract shall be permitted by the Environmental Protection Agency (EPA) and adhere to applicable state and municipal rules and regulations.
- 2.3 Contractor shall maintain a current EPA identification number and current Texas Commission on Environmental Quality (TCEQ) registration throughout the term of the contract.
- 2.4 Contractor shall package and transport all waste according to United States Department of Transportation (DOT) regulations and other applicable federal and state regulations.
- 2.5 Contractor shall maintain all required insurance, along with all applicable Federal and State permits for transportation and disposal, facility inspection plans and records, and comply with requirements of Title 30 Texas Administrative Code and Code of Federal Regulation 40, and any other applicable Federal, State, and local regulations throughout the term of the contract.

3.0 **SCOPE OF WORK**

3.1 **Background**

The City operates a permanent Household Hazardous Waste Collection Facility (HHWCF) and collects household hazardous waste. This program provides an environmentally safe and convenient way to dispose of household chemical wastes such as pesticides, herbicides, paints, solvents, car care products, and cleaning agents. The HHWCF is located at 2514 Business Center Drive, Austin, Texas.

The HHWCF consists of Factory Mutual System approved (or equivalent) hazardous material and chemical storage buildings, oil collection tanks, portable storage buildings for non-hazardous and recyclable material and safety equipment, diking, spill containment and fire suppression equipment, first aid equipment, and fenced security.

Three days per week, household hazardous waste is collected by the City, and stored at the HHWCF. Waste is stored in accordance with regulations as specified by the TCEQ and U.S. Environmental Protection Agency (USEPA).

3.2 **Performance Requirements**

- 3.2.1 Contractor shall be responsible for furnishing all equipment, material, and labor required to categorize, package, transport and dispose of the hazardous waste collected at the HHWCF from households. Contractor shall be responsible for all costs included in the handling and disposal of all Contractor generated wastes.

Waste will normally be shipped out every Friday, with all prep work being completed the morning of the shipment. The schedule may be less frequent during Thanksgiving and Christmas.

During the morning of the waste ship out, the contractor will arrive on site no later than 8:30am unless the City approves another time. All prep work including but not limited to, labeling of containers, determination of unknown materials, manifesting, and paperwork shall be completed

by 11:30 am. This will allow ample time for HHWCF staff to help off load any supplies delivered by the Contractor. The Contractor will arrive on site with tractor-trailer and all necessary tools and manpower to complete the loading and shipping operation. For the day of ship out, the Contractor will have on site a minimum of one field chemist and one transport driver.

- 3.2.2 Contractor shall assume all liability from the time work begins until final disposition, including but not limited to, handling at the HHWCF and transportation to an EPA approved disposal site.
- 3.2.3 Contractor shall verify the facility staff's categorization of waste, securely package, and manifest waste collected at the facility, on a weekly basis. Normally, the HHWCF staff will segregate, package, and move full containers of waste to the waste staging area. City reserves the right to cancel or change dates or hours of operation upon providing Contractor with fifteen (15) calendar days written or telephone notice.
- 3.2.4 City shall be responsible for collecting and accepting hazardous waste from the public. This will include segregation and packaging of waste into DOT approved shipping containers supplied by the contractor.
- 3.2.5 During a calendar year, up to two (2) special collection events may be conducted. At these events, the Contractor will be asked to provide the necessary equipment and material as outlined in this specification, as well as personnel. The number of personnel will be determined prior to the special event and will be mutually agreeable to both the Contractor and the City. The City is not obligated to hold any special collection events; however, the dates, times, and locations of any special events will be coordinated with the Contractor to ensure their availability.

3.3 General Safety

- 3.3.1 Waste Management Program Manager or lead staff member will monitor the shipping operation for safety. All personnel, including City and Contractor, will work safely and use professional judgment in their activity. All operations, pertaining to ship out operation, must be performed in a safe manner and in accordance with any Federal, State, and City guideline and regulations.
- 3.3.2 Contractor shall ensure that its personnel (Field Staff, Driver) involved in this program are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, spills, and general first aid procedures.
- 3.3.3 Handling equipment and personal protective equipment for City staff, volunteers and Contractor's staff shall be provided by Contractor. Such PPE will include but is not limited to gloves (outer and inner), TYVEK related PPE, and will be appropriate to ensure safe handling of the hazardous waste.
- 3.3.4 Contractor shall have a medical surveillance program for personnel involved in the direct handling and/or exposure to the chemical waste or the primary containers to detect and correct job-related injuries or conditions.

3.4 Safety and Spill Contingency Plans

The Waste Management Program Manager may upgrade or downgrade protection requirements, depending on the associated hazards, volume of traffic, and weather conditions.

A. Safety

Contractor staff and City staff shall be required to follow basic protection guidelines that include but are not limited to the following:

- (1) Wearing of work uniform (Level D), safety glasses, and safety shoes.
- (2) Wearing chemical resistant gloves under leather gloves when working in the receiving area accepting waste materials shall be required.
- (3) Lab packaging of chemical waste shall require, at a minimum, the same level of protective gear as worn in the receiving area.
- (4) An individual air-purifying respirator, (equipped with organic vapor/acids/high efficiency combination cartridges) shall be available within reach of all personnel.
- (5) Segregation and packaging of liquid waste shall require work clothes or, when weather allows, Tyvek coveralls/apron, chemical gloves, chemical boots or boot covers. Additionally, respiratory protection, chemical goggles and face shield (if not using a full-face respirator) may be required by the Waste Management Program Manager.

B. Spill Measures

- (1) The Contractor shall provide spill response measures which are necessary to control any type of spill during the collection of household hazardous waste.
- (2) Contractor is completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility. Contractor shall clean up spills in accordance with State and Federal regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such clean up required of the Contractor in performing tasks under the terms and conditions of this agreement.

C. Spill Contingency Plan

- (1) A list of local emergency groups, agencies, and services shall be maintained at the facility by the City and shall include but not be limited to phone numbers and addresses of the Texas Commission on Environmental Quality (TCEQ), ambulance and rescue services, fire, and police departments. Directions to the nearest hospital will be available to all personnel at each site.
- (2) The Waste Management Program Manager is responsible for activating the City's Emergency Plan. Under emergency conditions, the Contractor's Project Manager, will support and advise the Waste Management Program Manager. Emergency response guidelines include but shall not be limited to:

a. Worker Related

1. Contractor Project Manager and any other trained Contractor personnel shall render minor first aid in situations of injury and exposure.
2. City shall maintain a first aid kit with sufficient supplies to care for minor injuries, heat stress problems, etc.
3. City shall provide an on site emergency personal deluge shower station and eyewash station.
4. In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. If transportation/evacuation of the affected individual(s) by site personnel is not feasible, the ambulance or rescue squad will be contacted and site personnel shall continue first aid treatment until medical personnel arrive.

b. Waste Related

1. Waste related incidents shall include but not be limited to: spill, fire, explosion, chemical reaction or release of toxic gases or vapors.
2. City shall maintain on-site emergency spill response equipment, including: class ABC dry chemical fire extinguishers, emergency air horns, absorbents and shovels.
3. Contractor and City Staff shall restrict public access to the site as appropriate.
4. City staff shall assist public by removing chemical waste from their vehicles to the receiving area.
5. The entire collection facility shall be designated a non-smoking area and be clearly marked by the City with 'No Smoking' signs.
6. Two emergency air horns will be placed in the active work location.
7. Notification of state emergency agencies will be the responsibility of the Waste Management Program Manager.

3.5 Generator Status and Acceptance for Disposal

- 3.5.1 Contractor shall be deemed to be the “generator” (for the purposes of Texas and federal laws and regulations) of all materials accepted at the Facility from the Household Hazardous Waste Collection Program.
- 3.5.2 Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.5.3 Contractor shall be, and shall remain, liable in accordance with applicable laws for all damages to the City caused by the Contractor’s negligent performance of any of the services furnished pursuant to this agreement, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data, or any third party. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor’s control.

3.6 General Site Rules

- 3.6.1 Eating, drinking, and smoking are strictly prohibited in the facility waste drop-off and handling areas.
- 3.6.2 All air purifying respirators will have the correct filter cartridges needed for respiratory protection against chemicals normally present at facility.
- 3.6.3 Should site evacuation be necessary, the Waste Management Program Manager shall ensure that:
 - A. All on-site personnel and program participants are alerted.
 - B. That all personnel, volunteers, and participants evacuate to a pre-assigned area, where a personnel count will be made of respective staff of the Contractor and City.
- 3.6.4 No person will be assigned to a task that requires the use of respiratory protection, until they are trained and determined to be physically capable of using such devices.
- 3.6.5 Beards, facial hair, and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection (Contractor, City staff, visitors, volunteers, and state and federal representatives).
- 3.6.6 Parking of non-essential vehicles outside of designated areas is prohibited.

- 3.6.7 The Waste Management Program Manager shall have the authority to remove anyone from the site and prohibit their re-entry should the Waste Management Program Manager or Contractor determine that the person threatens site safety and/or security.

3.7 Security

- 3.7.1 The site shall be secured daily at the close of each day by locking all gates, storage building, haz store buildings, decon, offices and buildings.
- 3.7.2 City shall install and maintain warning signs around the perimeter of the collection site; storage trailers containing waste will be appropriately marked to discourage tampering.

3.8 Waste Determination and Identification

- 3.8.1 Facility staff shall adequately classify and segregate waste for proper transportation and disposal. When needed, the Contractor will verify segregation and packaging.
- 3.8.2 For unidentified household hazardous waste items than can not be immediately identified on site by City staff (e.g. by appearance, pH, etc.), the Contractor shall test waste, or have it tested, to the extent necessary for proper packaging, transportation, and disposal.

3.9 Provision of Shipping Containers

Contractor shall provide containers and packing for shipping hazardous waste, which meet shipping requirements and applicable Federal and State regulations.

3.10 Other Pre-Shipment Tasks

Contractor shall utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment must be in accordance with applicable DOT regulations regarding packaging, labeling, marking and placarding.

3.11 Preparation of Materials for Transport

- 3.11.1 Contractor shall supply all necessary technical personnel, and materials, labor, equipment, and materials to properly categorize and package as needed, mark, label, and load for transport of materials at the collection facility.
- 3.11.2 City shall interview participants and identify those with unknown or unidentified hazardous wastes. Participants with unknown wastes or those wastes known to create particular problems may be directed to an area outside of the service area. Contractor and City staff shall conduct further interviewing to identify the waste and prescribe special handling procedures.
- 3.11.3 City shall remove and segregate household hazardous waste at the waste segregation area. Following receipt of the waste, the chemist shall check each container for proper labeling and identification. If the container is properly identified, the material shall be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. If the material is not identifiable, the City shall either reject the waste from the program or store waste for subsequent identification and appropriate disposal by Contractor based on the decision of the Waste Management Program Manager.

- 3.11.4 Once chemicals are properly identified, Contractor shall re-check the chemicals for compatibility, list contents on the applicable drum container sheets, and pack chemicals into drums.
- 3.11.5 All drums shall be packed according to EPA and DOT guidelines for the proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and in good condition or sealed in plastic bags and covered with a lightweight, absorbent material sufficient to contain the entire volume of waste. All drums must be closed and bound with a steel band and bolt. DOT shipping information, hazard labels, EPA codes, and a packing slip, if required, shall be put on the drum, and the drums given a specific Contractor code number.
- 3.11.6 Properly packaged, labeled, and manifested drums shall be placed in a truck/trailer for transportation to a permitted treatment, storage, or disposal facility (TSDF). The load shall be transported in fully permitted trucks to a TSDF, then, segregated for shipment to federally permitted hazardous waste recycling, treatment, or disposal sites approved by the City of Austin.

3.12 Documentation

- 3.12.1 Contractor shall provide copies of all manifests to the City at the time of shipment and within three (3) weeks of arrival of waste at the permitted treatment, storage or disposal facility (TSDF)
- 3.12.2 Contractor shall provide Certificates of Disposal that indicate unique drum numbers, date, location and method of treatment and disposal within nine (9) months of arrival of waste at the permitted treatment, storage or disposal facility (TSDF).

3.13 Equipment

- 3.13.1 Contractor shall provide the following:

- A. A tractor-trailer (meeting all Federal and State regulations) or suitable straight truck with the capacity to ship the total packaged load from the HHWCF. This could include up to sixty (60) 55-gallon drums and up to 11 cubic yard boxes for transporting packaged hazardous waste. An additional truck shall be provided if volumes exceed the capacity of the first unit.
- B. All packaging media and supplies, including 55-gallon drums (open- and closed-top), 30-gallon drums, 5-gallon pails, and cubic yard boxes with appropriate liners, and pallets.
- C. Up to twenty (20) polyethylene drum liners (6 ml thickness) per week for lining cubic yard boxes used for collection of toxic solids, aerosols, and oil based paint in cans.
- D. Special Safety Equipment and Gear, including personal protective equipment (PPE) for City and Contractor staff that includes tyvek suits (six (6) to ten (10) per week), tyvek aprons (six (6) to ten (10) per week), and nitrile gloves (forty (40) to fifty (50) pair per week), and other equipment or materials as deemed necessary by the Contractor and the City to be in accordance with this specification.
- E. Special emergency spill response supplies, as deemed appropriate and necessary by Contractor for their activities.
- F. Two (2) 50 lb. bags of absorbent per week to be used in spill response kits at the HHW facility

G. Ten (10) 20 lb. bags of vermiculite per week to be used in drums of packaged household hazardous waste.

H. All needed PPE for Facility Staff.

3.13.2 City shall provide the following materials, assistance and equipment:

A. All program promotional material. Such material will state that only household waste will be collected.

B. Barricades, traffic cones, and dumpsters for the facility.

C. Staff to segregate, package and/or bulk all known household hazardous waste.

D. Forklift to load all waste shipments onto Contractor's trucks.

E. No HHW staff will enter the contractor's trailer. All load management and movement of waste in the trailer shall be performed by contractor.

F. Work clothes (level D) for Facility Staff shall be provided by the City.

3.14 Site Layout

3.14.1 The Collection Facility is divided into the following clearly designated areas: participant drop off lanes or vehicle unloading zone, waste oil recycling area, chemical receiving and segregation area, and hazardous storage lockers for chemical storage.

3.14.2 Collection, segregation, packaging, bulking and storage of packaged waste will occur within the active work location which consists of the vehicle unloading zone and chemical receiving and segregation area. Only trained Contractor staff, federal and state environmental health representatives and Austin Resource Recovery Department staff will be permitted in these areas with approval of the Waste Management Program Manager.

3.15 Training

At the inception of the contract and/or during each contract term, Contractor shall provide training for City staff on waste identification and acceptance methods, and prepackaging techniques.

4.0 REPORTING REQUIREMENTS

4.1 Contractor shall submit yearly summary reports (receiving reports) within thirty (30) days after each contract term to Donald Hardee, Contract Administrator, Austin Resource Recovery, P.O. Box 1088, Austin, Texas 78767. Said report shall include:

A. An itemized list of total quantities collected, transported and disposed of separated by method of disposal and cost per waste stream. (Number and type of drums/containers, etc.)

B. A description of any areas of concern or potential difficulties in performing such programs in the future.

C. Letters or Certificates of Disposal demonstrating proper disposal of hazardous waste.

D. By 10th of month, Monthly Reports sent (or emailed) to the Waste Management Program Manager that include for the previous month:

Per shipping manifest: Facility ship out date, Invoicing Number, Item Description, Qty, Type Container, Unit Price, Extended Price, Manifest Number, Manifest Line No., Pounds, and Disposal Type.

- E. Any other data that the City of Austin deems necessary for Federal, State or City of Austin reports. This could include information in the form of spreadsheets or other format concerning waste, shipments and disposal methods (or other data).

5.0 ADDITIONAL REOUIREMENTS

- 5.1 Contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions.
- 5.2 Contractor shall allow City staff and/or its agent to visit and inspect TSDF's.
- 5.3 Contractor shall not have substantial performance problems or unresolved litigation regarding hazardous waste collection, categorization, packaging, transportation or disposal during the past ten (10) years, and shall provide information at the time of submittal of all violations.
- 5.4 Contractor shall state their compliance with all-applicable rules and regulations of Federal, State and Local governing entities, and shall provide information at the time of submittal of such.
- 5.5 All disposal sites and treatment methods used by the Contractor shall be submitted at the time of bid and shall be approved by the Contract Administrator. Any change in disposal site or treatment method without obtaining prior approval of the Contract Administrator shall constitute a material breach of this contract. In all cases, contractor must adhere to all applicable federal (EPA) and state treatment standards for treatment and disposal of wastes.

6.0 PROGRAM REVIEW FOR CONTRACT RENEWAL

- 6.1 Between thirty (30) and sixty (60) calendar days prior to the completion of the initial term of the Contract or any twelve (12) month renewal term, a Program Review with City staff and Contractor representatives shall be held.
- 6.2 Program Review shall include: conformance to specifications, market issues affecting the Household Hazardous Waste industry conditions and costs.

7.0 ECONOMIC PRICE ADJUSTMENT

(Refer to Section 0400 – Supplemental Purchase Provisions.)

8.0 OMISSIONS

It is the intention of this specification to acquire complete collection, categorization, packaging, transportation and disposal services for household hazardous wastes for the citizens of Austin. Any services omitted from this specification, which are necessary for the complete operation of this service, shall be considered a requirement although not directly specified or called for in the specification.



CITY OF AUSTIN, TEXAS
Purchasing Office

(REVISED) BID SHEET

COPIES OF BID: Bidder shall furnish **TWO (2) COPIES** of its signed bid, and related documents.

BASIS OF AWARD: The City reserves the right to make award in accordance with the attached
"Solicitation Instructions".

Bidder submits the following prices for all Bidder setup and preparation, labor, equipment, materials, and services necessary for the categorization, packaging, transportation, and disposal of hazardous wastes attached specification.

QUANTITIES SHOWN ARE MERELY ESTIMATES AND DO NOT OBLIGATE THE CITY TO ORDER OR ACCEPT MORE THAN THE CITY'S ACTUAL REQUIRED SERVICES DURING THE PERIOD OF THIS AGREEMENT AS DETERMINED BY ACTUAL NEEDS AND AVAILABILITY OF FUNDS.

<u>WASTE STREAM /DISPOSAL METHOD</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
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1.0 LABPACKS

1.1 Toxic Solids, Incineration

Cubic yard box	100	\$_____/box	\$_____
55-gallon drum	50	\$_____/drum	\$_____
30-gallon drum	10	\$_____/drum	\$_____
5-gallon drum	10	\$_____/drum	\$_____

1.2 Corrosives, Chemical Treatment

55-gallon drum	120	\$_____/drum	\$_____
30-gallon drum	20	\$_____/drum	\$_____
5-gallon drum	20	\$_____/drum	\$_____

1.3 Oxidizers, Chemical Treatment

55-gallon drum	60	\$_____/drum	\$_____
30-gallon drum	15	\$_____/drum	\$_____
5-gallon drum	15	\$_____/drum	\$_____

1.4 Flammable Liquid, Incineration

55-gallon drum	300	\$_____/drum	\$_____
30-gallon drum	15	\$_____/drum	\$_____
5-gallon drum	15	\$_____/drum	\$_____

1.5 Non-hazardous (miscellaneous), Chemical Landfill

55-gallon drum	10	\$_____/drum	\$_____
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1.6 Mercury

a. Metallic in containers, Recycle

30-gallon labpack drum	2	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____

b. Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill, Retort/Recovery and Recycling Hg.

55-gallon labpack drum	5	\$_____/drum	\$_____
30-gallon drum	3	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____

1.7 Reactives such as Calcium Carbide, Zinc Powder, Sodium metal (dangerous when wet), Incineration

5-gallon labpack drum	10	\$_____/drum	\$_____
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1.8 Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide), Incineration

5-gallon labpack drum	10	\$_____/drum	\$_____
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1.9 Camping Stove-compressed gas containers, Recycle

400	\$_____/cyl	\$_____
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1.10 16 oz. MAPP Gas containers, Incineration

100	\$_____/cyl	\$_____
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SUBTOTAL 1.0 (ALL ITEMS 1.1 - 1.10)

\$_____

2.0 BULK STREAMS

2.1 Mixed solvents & oil-based paint sludge, Fuel blending (55-gallon)

a. >10,000 BTUs per pound

< 3% Solids	200	\$_____/drum	\$_____
< 5% Halogens			

b. 5,000 – 10,000 BTUs per pound

< 10% Solids	200	\$_____/drum	\$_____
< 5% Halogens			

2.2 Paint sludge, <5,000 BTUs per pound, Incineration

55-gallon drum	20	\$_____/drum	\$_____
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2.3 Paint sludge, >5,000 BTUs per pound, Fuel blending

55-gallon drum	20	\$_____/drum	\$_____
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2.4 Oil-based paint in cans, Fuel blending

Cubic yard box	300	\$_____/Cu Yd	\$_____
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2.5 Oil-based paint in cans, Fuel blending 55-gallon drum	20	\$_____/drum	\$_____
2.6 Waste latex paint, Solidification and secure chemical landfill 55-gallon drum	400	\$_____/drum	\$_____
2.7 Waste latex paint, Recycle 55-gallon drum	200	\$_____/drum	\$_____
2.8 Aerosol Cans, Incineration Cubic yard box	50	\$_____/Cu Yd	\$_____
2.9 Alkaline Batteries, Recycle 30 gallon drum	200	\$_____/drum	\$_____
5 gallon drum	50	\$_____/drum	\$_____
2.10 Lithium Batteries, Recycle 5-gallon drum	20	\$_____/drum	\$_____
2.11 Ni-Cd Batteries, Recycle 55-gallon drum	1	\$_____/drum	\$_____
30-gallon drum	2	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____
2.12 Li-Ion Batteries, Recycle 30-gallon drum	2	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____
2.13 PCB capacitors/ballasts, Recycle 30-gallon drum	5	\$_____/drum	\$_____
2.14 Non-PCB capacitors/ballasts, Recycle 30-gallon drum	5	\$_____/drum	\$_____
2.15 Freon - R12, R22, R134A Disposal/Recycle 30 Pound Cylinder (cylinder return requested)	15	\$_____/ Cyl	\$_____
2.16 Fluorescent lamps, Recycle, 30-gallon fiber, U-Shaped	10	\$_____/drum	\$_____
30-gallon fiber, CFLs	10	\$_____/drum	\$_____
8 ft. box (minimum 18 lamps/box)	20	\$_____/box	\$_____
4 ft. box (minimum 36 lamps/box)	45	\$_____/box	\$_____
2.17 Crushed/broken fluorescent lamps, Retort & Recycle 55-gallon drum (Assume 300 lbs. per drum)	3	\$_____/drum	\$_____

2.18 Solvent-soaked rags, absorbent, >5000 BTU, Solid Fuels 55-gallon drum	5	\$_____/drum	\$_____
2.19 Oily wastewater or oil/water mix (30% oil/70% water) 55-gallon drum	5	\$_____/drum	\$_____
2.20 Oil-contaminated soil/absorbent (non-haz) 55-gallon drum	10	\$_____/drum	\$_____
2.21 Grease, Solid Fuels 55-gallon drum	1	\$_____/drum	\$_____

SUBTOTAL 2.0 (ALL ITEMS 2.1 - 2.21) \$_____

CONTRACT TOTAL (SUBTOTAL 1.0+SUBTOTAL 2.0) \$_____

3.0 MOBILIZATION CHARGE

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
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Mobilization Charge is for special collection events. Assume 30 Bidder staff for each event. Special events will not exceed two (2) per calendar year. **This is for informational purposes in case a collection event is required. It will not be included in the value of the bid.**

2	\$_____/event	\$_____
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4.0 TREATMENT, STORAGE, OR DISPOSAL FACILITIES (TSDF) TO BE USED FOR THE DURATION OF THE CONTRACT:

- 4.1 Bidder shall submit list of any significant violations over the past ten (10) years (required major correction or subject to fine) for all applicable regulatory agencies including but not limited to: Resource Conservation and Recovery Act, Clean Air Act, Toxic Substances Control Act, and the Occupational Safety and Health Act's general industry standards for all TSDF's used for ultimate disposal. Upon request from the City, Bidder shall submit within seventy-four (74) hours after the bid opening, inspection reports from inspections identifying above violation with an explanation of the notice of violation and any resolution to correct the alleged violation. The Bidder should have few if any notice's of violation from State or Federal agencies, nor should the bidder be engaged in litigation or any enforcement action with any State government or the Federal government.
- 4.2 Bidder shall submit a list of materials or a class of materials that will not be accepted for disposal. Describe procedures to be used to determine whether material will be accepted for disposal.
- 4.3 Bidder shall submit proof of firm's ownership of at least one TSDF, where waste will be shipped to or through and its registration or certificate numbers with the United States Environmental Protection Agency and the Texas Commission on Environmental Quality, or other appropriate state's agency.
- 4.4 Bidder shall submit a list of their corporate and individual experience in handling other household hazardous waste programs. The list shall show experience since 2002 and include: project title, year, and references - title, present address, and phone number of principal personnel for whom prior projects were accomplished. Bidder must provide a minimum of three projects similar in scope and nature that was serviced to the satisfaction of the customer's Program Manager.

VENDOR BUSINESS NAME

AUTHORIZED SIGNATURE

ADDRESS STATE ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

(AREA CODE) TELEPHONE

(AREA CODE) FAX NUMBER

FEDERAL TAX I.D.#

DATE



CITY OF AUSTIN, TEXAS
Purchasing Office

BID SHEET

COPIES OF BID: Bidder shall furnish **TWO (2) COPIES** of its signed bid, and related documents.

BASIS OF AWARD: The City reserves the right to make award in accordance with the attached "Solicitation Instructions".

Bidder submits the following prices for all Bidder setup and preparation, labor, equipment, materials, and services necessary for the categorization, packaging, transportation, and disposal of hazardous wastes attached specification.

QUANTITIES SHOWN ARE MERELY ESTIMATES AND DO NOT OBLIGATE THE CITY TO ORDER OR ACCEPT MORE THAN THE CITY'S ACTUAL REQUIRED SERVICES DURING THE PERIOD OF THIS AGREEMENT AS DETERMINED BY ACTUAL NEEDS AND AVAILABILITY OF FUNDS.

<u>WASTE STREAM/DISPOSAL METHOD</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
<u>1.0 LABPACKS</u>			
1.1 Toxic Solids, Incineration			
Cubic yard box	100	\$_____/drum	\$_____
55-gallon drum	50	\$_____/drum	\$_____
30-gallon drum	10	\$_____/drum	\$_____
5-gallon pail	10	\$_____/drum	\$_____
1.2 Corrosives, Chemical Treatment			
55-gallon drum	120	\$_____/drum	\$_____
30-gallon drum	20	\$_____/drum	\$_____
5-gallon pail	20	\$_____/drum	\$_____
1.3 Oxidizers, Chemical Treatment			
55-gallon drum	60	\$_____/drum	\$_____
30-gallon drum	15	\$_____/drum	\$_____
5-gallon pail	15	\$_____/drum	\$_____
1.4 Flammable Liquid, Incineration			
55-gallon drum	300	\$_____/drum	\$_____
30-gallon drum	15	\$_____/drum	\$_____
5-gallon pail	15	\$_____/drum	\$_____
1.5 Non-hazardous (miscellaneous), Chemical Landfill			
55-gallon drum	10	\$_____/drum	\$_____

1.6 Mercury

a. Metallic in containers, Recycle

30-gallon labpack pail	2	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____

b. Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill, Retort/Recovery and Recycling Hg.

55-gallon labpack pail	5	\$_____/drum	\$_____
30-gallon drum	3	\$_____/drum	\$_____
5-gallon drum	5	\$_____/drum	\$_____

1.7 Reactives such as Calcium Carbide, Zinc Powder, Sodium metal (dangerous when wet), Incineration

5-gallon labpack pail	10	\$_____/drum	\$_____
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1.8 Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide), Incineration

5-gallon labpack pail	10	\$_____/drum	\$_____
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1.9 Camping Stove-compressed gas containers, Recycle

400	\$_____/cyl	\$_____
-----	-------------	---------

1.10 16 oz. MAPP Gas containers, Incineration

100	\$_____/cyl	\$_____
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SUBTOTAL 1.0 (ALL ITEMS 1.1 - 1.10)

\$_____

2.0 BULK STREAMS

2.1 Mixed solvents & oil-based paint sludge, Fuel blending (55-gallon)

a. >10,000 BTUs per pound

< 3% Solids	200	\$_____/drum	\$_____
< 5% Halogens			

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2.2 Paint sludge, <5,000 BTUs per pound, Incineration
55-gallon drum

20	\$_____/drum	\$_____
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2.3 Paint sludge, >5,000 BTUs per pound, Fuel blending
55-gallon drum

20	\$_____/drum	\$_____
----	--------------	---------

2.4 Oil-based paint in cans, Fuel blending
Cubic yard box

300	\$_____/Cu Yd	\$_____
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SUBTOTAL 2.0 (ALL ITEMS 2.1 - 2.21) \$_____

CONTRACT TOTAL (SUBTOTAL 1.0+SUBTOTAL 2.0) \$_____

3.0 MOBILIZATION CHARGE

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
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VENDOR BUSINESS NAME

AUTHORIZED SIGNATURE

ADDRESS STATE ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

(AREA CODE) TELEPHONE

(AREA CODE) FAX NUMBER

FEDERAL TAX I.D.#

DATE

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SDC0249

PROJECT NAME: Collection, Transportation, and Disposal of Household Hazardous Wastes

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0249

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 92645

DESCRIPTION: Hazardous Material and Waste Services

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Steve Cocke, Buyer II
DATE: June 18, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. SDC0249
Project Name:

COLLECTION, TRANSPORTATION AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTES

Commodity

Code(s): 92645- Hazardous Material and Waste Services

Estimated Value: \$600,000 Annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2035.

✓ Approval is hereby granted to use the above Goals.

 Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons: No subcontracting opportunities were identified

Raymond M. Young, Sr
Veronica Lara, Director

cc: Lorena Resendiz

Date: June 19, 2012