

## PROPOSAL HOUSEHOLD & HAZARDOUS WASTE SOLUTIONS



Created for:

**City of Watsonville**

ITB No. WD-23-01 – Lab Packing,  
Collection, Recycling & Disposal of  
Household Hazardous Waste  
Materials

Closing Date:

November 16, 2023 | 11:00 am PST

Submitted by:

Jennifer Wagner

Sr. Regional Account Manager

e [jwagner@harsco.com](mailto:jwagner@harsco.com)

t 714-714-8596



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City of Watsonville

**COVER LETTER**

November 16, 2023

Genaro Gordo  
City of Watsonville  
250 Main Street  
Watsonville, CA 95076

**Re: ITB No. WD-23-01 – Lab Packing, Collection, Recycling & Disposal of Household Hazardous Waste Materials**

Dear Mr. Gordo,

As one of the largest providers of Household Hazardous Waste (HHW) services in the country, Clean Earth Environmental Solutions, Inc. (Clean Earth) stands ready to provide the highly experienced personnel, innovative problem-solving solutions, and exceptional customer service necessary to continue skillfully managing the Lab Packing, Collection, Recycling & Disposal of Household Hazardous Waste Materials for the City of Watsonville (City).

Clean Earth has provided services to the City's HHW program for 5 years and has extensive knowledge of the program and vast experience in all aspects of HHW services to fulfill all the technical requirements as set forth in the ITB.

### *Service Experience*

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A successful HHW program requires an environmental services partner that can provide trust, confidence, and collaboration while maintaining a high level of service to the City and the residents it serves. Fortunately, we have 35 years of experience doing just that. Clean Earth's proven team of experts, expansive infrastructure and decades of hazardous waste experience positions us to continue exceeding the City's environmental services requirements and deliver results. We are dedicated to forming long-term partnerships with our clients, which requires a level of communication and dependability that is only found in premier service providers. We believe we have done just that with the City. Clean Earth's team of dedicated, trained personnel are extremely familiar with the expectations to support the City's HHW Program. Our team is experienced and trained specifically for the City HHW operations. Clean Earth is confident we have both the specific experience and corporate qualifications necessary to successfully service the City's HHW program, as we have for several years.

### *Customer Service Oriented*

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The importance of having confidence in your contractor's ability to run an efficient, safe, and customer service-oriented operation cannot be overstated. As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program's success and efficiency. While many of our competitors in the



City of Watsonville

hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

### *Qualifications and Capabilities*

Stringent mandates govern each phase of the process from waste categorization and packaging, to collection and transportation, to tracking and eventual disposal. Fines for non-compliance are severe and what organizations do not know or do not complete correctly can take an enormous toll on their finances and reputation. Our highly trained technicians, expertise in compliant packaging for containment and segregation, and fleet of specially equipped trucks address the needs of our clients and ensure full compliance with federal, state and local regulations.

Beyond compliance, we work closely with our clients to uncover innovative reuse, recycling and alternative-use options. This controls costs, minimizes liability, and supports sustainability goals and environmental responsibility. We have Standard Operating Procedures to provide guidance and standard procedures for the pick-up and transportation of all client-sensitive waste. These procedures apply to all Clean Earth employees engaged in the management and transportation of waste.

The enclosed proposal response is submitted in compliance with stated requirements. Clean Earth acknowledges receipt of Addendum No. 1 dated November 9, 2023. We appreciate your consideration of Clean Earth as a continued partner and service provider. During the proposal evaluation period, if you have any questions about our proposal, please contact Jennifer Wagner, Sr. Regional Account Manager, at (714) 714-8596 or [jwagner@harsco.com](mailto:jwagner@harsco.com).

Sincerely,

DocuSigned by:

*Larry Sears*

0FC6D08209054AA...

Larry Sears

Regional Sales Director

Clean Earth Environmental Solutions, Inc.

2490 W Pomona Blvd.

Pomona, CA 91768

(949) 441-6576

## EXPERIENCE AND SERVICES

For 35 years Clean Earth (and predecessor companies Stericycle Environmental Solutions [2013-2018] and PSC Environmental Solutions [1988-2013]) has delivered reliable, safe, and cost-effective waste management services to solid waste districts, school systems, municipalities, and businesses throughout the United States. Clean Earth provides service to over 10,000 unique clients in all 50 states. The scope of services for individual clients ranges from simple transportation and disposal to full turnkey management of waste. We customize our service offering to the requirements specified.

As the cornerstone of our shared culture, our Core Values reflect our overarching purpose as a business and guide employee behaviors and decisions.

**OUR CORE VALUES**  
These are the behaviors by which we measure ourselves  
We stand firm in our commitment to our values, and we look for people who share those values with us.  
We believe in doing what is right – for our customers and our people.

**be environmental**  
Have an unwavering determination to make the world cleaner and greener.

**be performance driven**  
Act with a passion to deliver winning results.

**be customer focused**  
Actively listen to our customers' needs to exceed their expectations.

**be caring**  
Embed safety into everything we do and treat each other as we'd like to be treated ourselves.

**be inclusive**  
Create a diverse, collaborative and inclusive workplace by embracing differences.

**be respectful**  
Act truthfully and honorably to create a culture where people, opinions and feelings are respected.

**enviri**

Clean Earth has the expertise and properly trained and qualified staff to manage hazardous materials to final disposal in accordance with all local, state, and federal regulations. Clean Earth employees are trained per the requirements of OSHA 1910.120 Hazardous Waste Operations and Emergency Response. They are also trained in accordance with Federal DOT requirements for the preparation and transportation of hazardous materials, and in EPA Hazardous Waste Management requirements.

Clean Earth is consistently recognized as one of the largest specialty waste companies in the United States through well-known industry publication Top Lists. The breadth and depth of our experienced team, technology, and customized solutions enables us to safely manage, recycle, and properly dispose of millions of tons of waste every year to keep our customers compliant and our planet clean.



Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, and healthcare markets. With the largest TSDf network in the country, it is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling and disposal solutions for our customers with the utmost in customer service.

This proposal outlines Clean Earth's approach to providing the highest quality of service for the City's HHW program. Keeping costs low, ensuring recycling goals, and providing a safe public service are key objectives of Clean Earth.

Clean Earth's extensive resource base includes a permitted hazardous waste treatment facility, a significant transportation fleet, and on-site services group experienced and prepared to provide reliable service to the City for any environmental service need. Within this proposal response, Clean Earth has demonstrated our full compliance with service requirements and proposal requests as well as presented ways in which Clean Earth can uniquely offer the most cost-effective and consistent service to the City.

### *Corporate Information*

**Business Name:** Clean Earth Environmental Solutions  
**Address:** 933 First Ave., Suite 200  
King of Prussia, PA 19406  
**Phone Number:** (717) 763-7064  
**Type of Entity:** Corporation

### *Regional Office*

**Business Name:** Clean Earth Environmental Solutions  
**Address:** 11855 White Rock Road  
Rancho Cordova, CA 95742  
**Phone Number:** (916) 351-0980

### *Local TSDf*

**Business Name:** 21st Century Environmental Management of Nevada, LLC  
**Address:** 2095 Newlands Drive East  
Fernley, NV 89408  
**Phone Number:** (775) 575-2760

### *Years in Business Under Present Name and Prior Business Names*

**No. of Years:** 35 years



Prior Business names include:

- Stericycle Environmental Solutions, Inc.
- Stericycle Specialty Waste Solutions, Inc. (Transporter)
- PSC Environmental Services, LLC
- Philip Environmental Services Corporation

## **Relevant Experience**

Our HHW Services Group is a distinct business line within Clean Earth Environmental Solutions and is responsible for HHW, VSQG, and agricultural pesticide management programs throughout the United States. This service group strives to provide superior management services of HHW collection programs. We provide the following to our HHW-related clients:

- Dedicated staff with minimal turnover
- Waste management hierarchy that strives for the highest level of sustainability
- Consultation and on-site services that teach and demonstrate regulatory compliance and environmental health, and safety
- Technical and account management services available 24 hours a day, seven days a week (24/7)

With Clean Earth you have an HHW team that provides knowledgeable, safe, and effective program management which will ensure seamless, efficient, and effective services to the City's Hazardous Waste Program. Clean Earth has the experience and track record to manage large, multifaceted HHW programs generating more than a half-million pounds annually by employing a variety of collection methods. We also have experience and expertise in supporting multiple clients' load check, door-to-door, recycling events, and permanent collection facility operations. Along with this experience, Clean Earth offers an in-house transportation fleet consisting of a wide range of trucks to handle materials in bulk or packaged and designed to transport small to large quantities.

Our HHW program capabilities include the following:

Permanent Facility Operations	Waste Management
VSQG Programs	Electronics Collection and Recycling
Mobile Collection Events	Hotline and Appointment System
Door-to-Door Collections	Program Planning
Sharps Program	Community Education/Outreach
Transportation	Training

Clean Earth supports the efforts of the City to divert waste to recycling and reuse by reviewing alternate local resources, take it back partnerships and product stewardship programs. Our

network of TSDFs focuses on sustainable waste management emphasizing recycling, reuse, treatment, and risk reduction.

Clean Earth has been awarded numerous HHW contracts by delivering excellent customer service at a competitive price. Nationwide, Clean Earth has operated thousands of HHW drop-off events and our HHW business has serviced as many as 300 customers with estimated annual revenue in excess of \$30M.

The following chart represents the quarterly totals of HHW managed by Clean Earth in the US since 2019. You will notice a decline in Q2 of 2020 due to COVID-19.

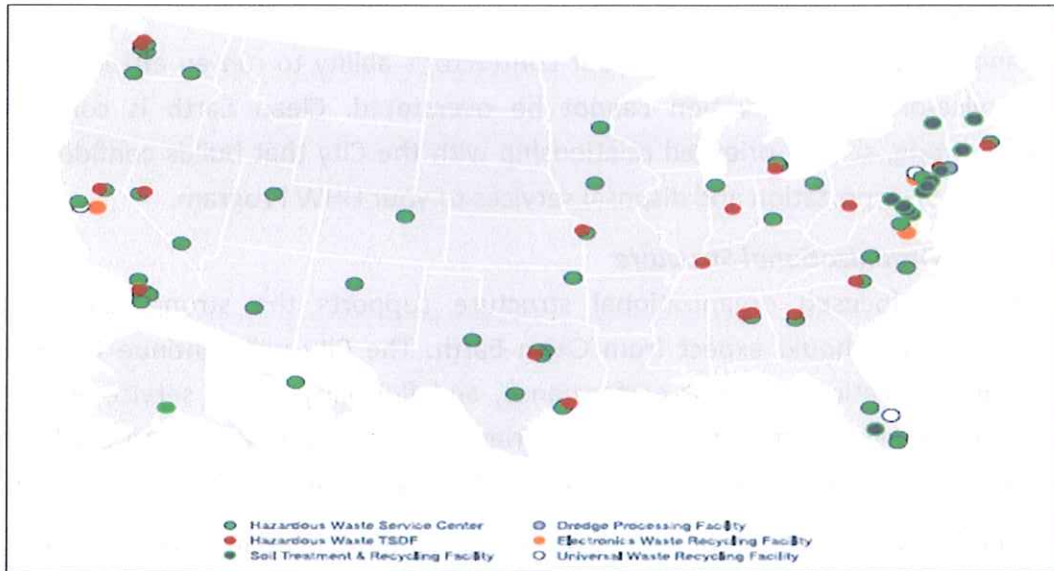


## Permitted Facilities

Clean Earth operates one of the largest and most comprehensive networks of TSDFs supporting the critical operational logistics required to service clients such as the City. Our TSDFs are specifically designed to help clients reduce short- and long-term risk through the effective treatment, recycling, and minimization of waste. This allows Clean Earth clients to use the most suitable treatment/disposal solution for each type of waste they generate.

Clean Earth provides turnkey services for recycling, treatment, incineration, landfill, or energy-recovery from every Clean Earth TSDF facility through internal processes or a managed third-party disposal process. Our company owned TSDFs are EPA certified and hold all applicable licenses and permits.

Our facilities are shown on the following map.



### Permitted Fleet

Clean Earth owns and operates a fleet of over 500 specialized, permitted trucks to help customers handle any waste disposal need. Our broad range of truck sizes and configurations allows for compliant, efficient, and safe transport and disposal of any quantity of hazardous or non-hazardous waste. The fleet also includes box trucks, vans, semi-trailers, vacuum tankers, stake bed trucks, railcars and intermodal (road and rail) vehicles, sprinter vans, and roll-offs.

Clean Earth has all of the necessary permits, licenses, resources, and capabilities to provide the City with complete transportation and disposal services. Clean Earth is party to a variety of the Special DOT permits allowing us to provide the City with the most efficient packaging and transportation available for household hazardous waste. We propose to use our company, Clean Earth Specialty Waste Solutions, Inc. (CESWSI) as the primary transporter for the City's Program. All licenses and permits have been provided in [Appendix A](#).

Transporter Operating Name	License/DOT Number	EPA ID Number
Clean Earth Specialty Waste Solutions, Inc.	1348411	MNS 000 110 924

Clean Earth is one of this country's safest hazardous waste transportation companies and is licensed in all 50 United States.

### Key Personnel

Clean Earth is a respected industry leader because of our industry-leading people with decades of environmental/hazardous waste management experience. Our personnel have an in-depth understanding of compliance issues on local, regional, and national basis. Regardless of position, these personnel are customer-focused, safety-conscious, and performance-driven.

## **Partnership & Confidence in Your Contractor**

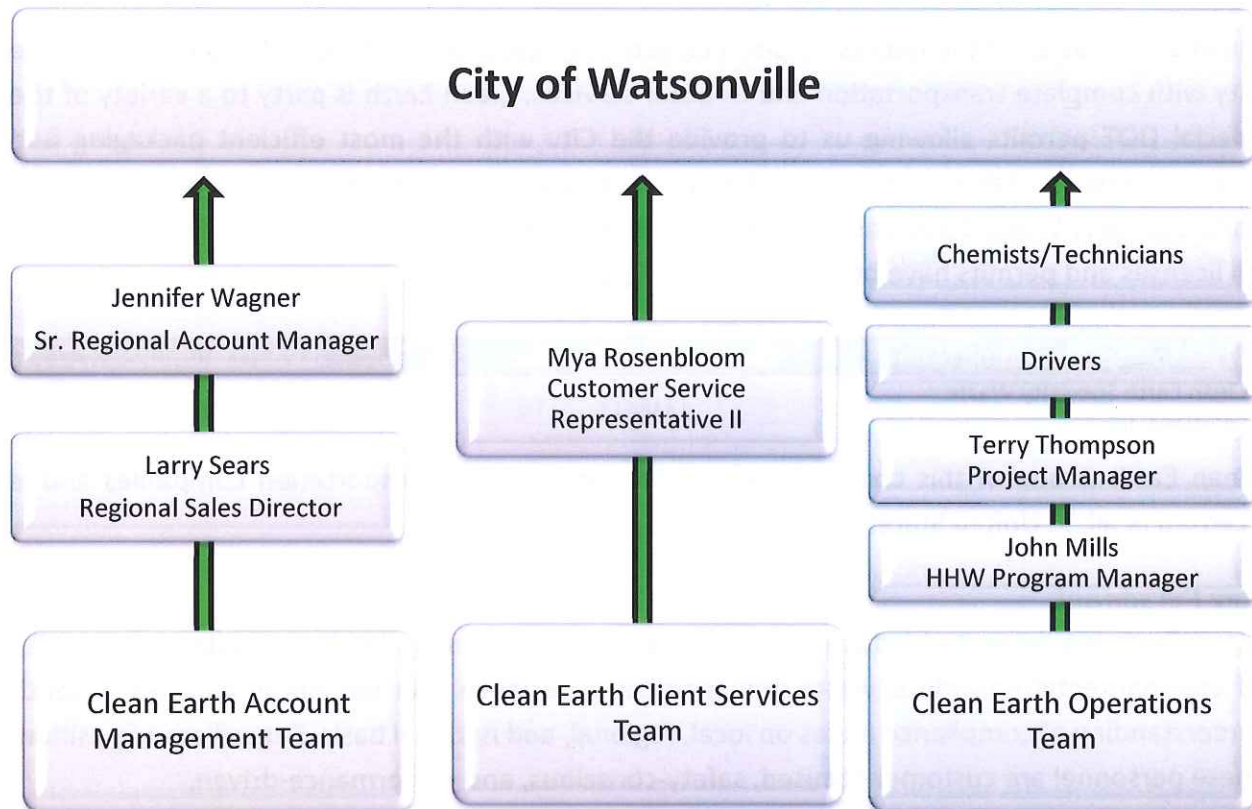
The importance of having confidence in your contractor's ability to run an efficient, safe, and customer service-oriented operation cannot be overstated. Clean Earth is committed to maintaining a strong, service-oriented relationship with the City that builds confidence in our ability to provide transportation and disposal services to your HHW Program.

## **A Client-Focused Organizational Structure**

Our simple, client-focused organizational structure supports the strong leadership and transparency the City should expect from Clean Earth. The City will continue to experience responsive communication, efficient performance, and flexibility as we service this contract through the individualized attention of our experienced team members. Clean Earth qualified personnel are ready to continue making a positive difference serving the City's HHW Program.

Clean Earth understands that the quality of our service is directly related to the quality of our personnel. Communication, responsiveness, and reliability are required to service the City's HHW Program effectively.

To maintain a program that will run smoothly in every aspect, the most essential tools are communication, reliability and responsiveness. Clean Earth accomplishes this through its primary points of contact structure to ensure predictable and efficient communications with our clients. Clean Earth recommends the following staffing as the baseline for the City's HHW Program:



## Resumes

### Operational

**NAME:** Terry Thompson  
**TITLE:** HHW Project Manager  
**DEGREE:** H.S. Diploma

**TRAINING:** 40 Hr. OSHA 29 CFR 1910.120  
CPR and First Aid Certificate  
Labpack Training

8 Hr. OSHA Refresher  
DOT Manifest Training  
Supervisors Training

**CONTACT:** Address: 11855 White Rock Road  
Rancho Cordova, CA 95742  
Phone (408) 595-0491  
Fax (916) 351-1707  
Email: [tthompson@harsco.com](mailto:tthompson@harsco.com)

### Date of Employment: 2004

Terry has worked in the hazardous waste industry and as an HHW Project Manager for over 18 years. Terry currently manages the following programs for Clean Earth: Novato Sanitary District, Monterey Regional Waste Management, Eastern Regional Landfill, South Tahoe Refuse, Incline Village and runs various temporary events. He is experienced in hazardous materials categorization and chemical segregation.

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### Administrative

**NAME:** Jennie Wagner  
**TITLE:** Sr. Regional Account Manager  
**EDUCATION:** B.B.A Business Administration – University of San Diego  
**CONTACT:** Address: 2490 W. Pomona Blvd.  
Pomona, CA 91768  
Phone (714) 714-8596  
Fax (916) 351-1707  
Email: [jwagner@harsco.com](mailto:jwagner@harsco.com)

### Date of Employment: 2017

Jennie has over 15 years of Account Management experience. She has been with Clean Earth for 5 years focused on HHW as it is related to hazardous waste handling and collections. Jennie has worked as a contract administrator for multiple HHW contracts with Clean Earth including Counties and Cities in both Southern and Northern California. She has recently taken on the role

of Senior Regional Account Manager for HHW in California, managing or assisting with all Clean Earth HHW contracts. Jennie works closely with the operations and project managers to develop and operate the most cost-effective and efficient HHW programs possible.

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**NAME:** Mya Rosenbloom  
**TITLE:** Customer Service Representative II  
**EDUCATION:** High School Diploma

**CONTACT:** Address: 11855 White Rock Road  
Rancho Cordova, CA 95742  
Phone: (916) 351-0980  
Fax: (916) 351-1707  
Email: [mrosenbloom@harsco.com](mailto:mrosenbloom@harsco.com)

**Date of Employment: 2022**

Mya currently provides administrative support to the Northern California HHW Group. She is the dedicated customer service contact that will provide invoices for approval, 303 forms and all other required reporting.

## REFERENCES

As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program's success and efficiency. While many of our competitors in the hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

Clean Earth is dedicated to forming long-term partnerships with our clients, which requires a level of communication and dependability that is only found in premier service providers. We believe we have done just that with the City.

We are confident Clean Earth has both the specific experience and corporate qualifications necessary to continue successfully service the program. Clean Earth has many references that can confirm the level of service we provide in the planning, implementation, and efficient operation of all aspects of HHW collections event service and operation, including mobile events, permanent collections centers, and very small quantity generator programs.

Clean Earth has extensive experience operating permanent HHW collection facilities, as well as temporary collection events. We are confident that our contract references will provide relevant examples/past performance of where we have provided more than outstanding service.

Clean Earth has provided four (4) references to whom we currently provide HHW services to in Exhibit B, following this page.

**Exhibit "B"**  
**CITY OF WATSONVILLE**  
**CUSTOMER REFERENCES**

**BID: LAB PACKING, COLLECTION, RECYCLING & DISPOSAL OF HOUSEHOLD  
HAZARDOUS WASTE MATERIALS PROJECT NUMBER WD-23-01**

List and Submit with this Bid four (4) customer references for whom you have furnished similar services in size and nature, two (2) of which are in the Santa Cruz County Area if applicable. County/Public Agencies are preferred.

1. AGENCY/COMPANY NAME: Santa Clara County  
ADDRESS: 1555 Berger Dr., Suite 300  
San Jose, CA 95112  
  
CONTACT PERSON: Billy Puk  
TELEPHONE NUMBER: 408-918-1967
  
2. AGENCY/COMPANY NAME: Santa Cruz County  
ADDRESS: 701 Ocean Street, Room 410  
Santa Cruz, CA 95060  
  
CONTACT PERSON: Brian Fontes  
TELEPHONE NUMBER: 831-454-2969
  
3. AGENCY/COMPANY NAME: Monterey Regional Waste Management  
ADDRESS: 14201 Del Monte Blvd.  
Marina, CA 93933  
  
CONTACT PERSON: Jay Ramos  
TELEPHONE NUMBER: 831-264-6373
  
4. AGENCY/COMPANY NAME: Novato Sanitary District  
ADDRESS: 500 Davidson Street  
Novato, CA 94945  
  
CONTACT PERSON: Dee Johnson  
TELEPHONE NUMBER: 510-530-6048



Below is a list of additional Household Hazardous Waste contracts held by Clean Earth in California. We have additional HHW contracts in other states, as well as contracts under different business segments such as Manufacturing/Industrial and Retail. Upon review and award additional information can be provided if needed.

Contract End Date	Customer Name	Scope of Work
Current	COUNTY OF FRESNO-Public Works	HHW
Current	UPPER VALLEY WASTE MGMT AGENCY	HHW
Current	CONTRA COSTA WASTE SERVICES	HHW
Current	SOLANO GARBAGE	HHW
Current	NAPA VALLEJO WASTE MANAGEMENT	HHW
Current	YOLO COUNTY	HHW
Current	DELTA DIABLO	HHW
Current	INTERMOUNTAIN DISPOSAL	HHW
Current	MONTEREY REGIONAL WASTE MGMT	HHW
Current	COUNTY OF VENTURA	HHW
Current	CITY OF OXNARD ENVIRONMENTAL RESOURCES DIVISION	HHW
Current	STANISLAUS COUNTY Dept. ENV.	HHW
Current	TUOLUMNE COUNTY DIVISION OF	HHW
Current	SAN LUIS OBISPO IWMA	HHW
Current	SAN JOAQUIN COUNTY	HHW
Current	WEST COUNTY RESOURCE RECOVERY	HHW
Current	Eastern Regional Landfill	HHW
Current	AUBURN PLACER DISPOSAL SERVICE	HHW
Current	IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY	HHW
Current	CITY OF SANTA MARIA	HHW
Current	AMADOR COUNTY PUBLIC WORKS	HHW
Current	AMADOR VALLEY INDUSTRIES	HHW
Current	INCLINE VILLAGE	HHW
Current	LAKE COUNTY WASTE SOLUTIONS	HHW
Current	SIERRA COUNTY	HHW
Current	SISKIYOU COUNTY	HHW
Current	CITY OF SAN RAFAEL	HHW
Current	PEBBLE BEACH COMMUNITY SERVICE	HHW
Current	CITY OF SANTA PAULA	HHW
Current	GOLD COAST RECYCLE INC.	HHW
Current	SANTA CRUZ COUNTY DPW	HHW
Current	SANTA MONICA CITY OF	HHW & Emergency Response

Current	TRINITY COUNTY SOLID WASTE	HHW
Current	SAN BENITO COUNTY INTEGRATED	HHW
Current	SCC HHW PROGRAM	HHW & Emergency Response
Current	SAN BERNARDINO COUNTY FIRE	HHW
Current	COUNTY OF LOS ANGELES	HHW
Current	SACRAMENTO COUNTY	HHW
Current	SOUTH TAHOE REFUSE CO.	HHW
Current	RECOLOGY	HHW
Current	POTRERO HILLS LANDFILL, INC	HHW
Current	CITY OF VACAVILLE	HHW
Current	CITY OF LOMPOC	HHW
Current	CITY OF CARLSBAD	HHW
Current	Douglas Disposal Inc	HHW
Current	CR&R INCORPORATED	HHW
Current	EDCO STATION	HHW
Current	NOVATO SANITARY DISTRICT	HHW
Current	COUNTY OF SAN DIEGO	HHW

## PERMITS

Clean Earth operates under full compliance with all applicable Federal, State and local laws, rules and regulations including but not limited to RCRA, OSHA, DOT, DTSC and EPA. Clean Earth carries all appropriate local, regional, state, and federal licenses, permits, and registrations required to transport and manage the City's household hazardous waste. Below is a list of Clean Earth's permits for our company-owned primary receiving facility in Fernley, NV, Inglewood, CA and Avalon, TX, as well as our company-owned transporter, Clean Earth Specialty Waste Solutions, Inc. Clean Earth will continue to be available to answer questions regarding the safe and proper management of hazardous waste throughout the contract period.

### Fernley, NV

Clean Earth Facility Name	Contact	Capabilities
21st Century Environmental Management of Nevada, LLC 2095 Newlands Drive East Fernley, NV 89408 EPA ID: NVD 980 895 338	Gerald Lewis Facility Manager  T: 775-575-2760 F: 775-575-2803	RCRA Part B facility; storage capacity of 182,303 gallons and 2,942 drums (liquid); 3,211 cubic yards (solid); inorganic waste treatment; metal-bearing resource recovery; battery recycling, transportation services; lab pack; emergency response; photo waste recycling; analytical services; 10-day truck-to-truck transfer.

Operating Permits		
Permit	Agency	Permit Number
RCRA Part B	Nevada Division of Environmental Protection	NEVHW0024
Stormwater Permit	Nevada Division of Environmental Protection	NVR050000
Air Permit	Bureau of Air Pollution Control	AP4953-2235.01
Hazardous Materials Permit	Nevada State Fire Marshall	31582

### Inglewood, CA

Facility Name	Contact	Capabilities
Clean Earth Environmental Solutions d/b/a Rho-Chem, LLC 425 Isis Avenue Inglewood, CA 90301 EPA ID: CAD 008 364 432	Modesto Granados Facility Manager T: 323-776-6233	RCRA Part B Facility; Transportation Services; Storage capacity of 183,400 gallons and 1,080 drums; Fuel blending; Solvent recycling/distribution; Transportation and Disposal of Hazardous, Non-hazardous and Universal wastes. Battery recycling; Fluorescent bulb recovery; Chlorinated solvent recovery

Operating Permits		
Permit	Agency	Permit Number
RCRA Part B Permit	California Environmental Protection Agency Department of Toxic Substances Control	CAD008384432
Stormwater Permit	California Water Boards	4 19I001526

Air Permit	South Coast Air Quality Management District	6435
Industrial Wastewater Discharge Permit	Sanitation Districts of LA County	1751080
CUPA Facility Permit	LA County Certified Unified Program Agency	AR0014666

## Avalon, TX

Facility Name	Contact	Capabilities
Chemical Reclamation Services, LLC 405 Powell St. Avalon, TX 76623  EPA ID: TXD 046 844 700	Johnny Busby, Facility Manager  T: 972-627-3224	RCRA Part B Facility, CERCLA approved; Storage capacity of 180,000 gallons; 3,500 drums and 60 cubic yards of solids; Solvent recovery; Fuel blending

Operating Permits		
Permit	Agency	Permit Number
RCRA Part B	Texas Commission of Environmental Quality	HW-50084
Air Permit	Texas Commission of Environmental Quality	AQP-9607
Storm Water Permit	Texas Commission of Environmental Quality	TXR05AM96 (Multi-Sector General Stormwater)

## Transporter Permits

License/Permit	Agency	Permit Number
EPA ID Number	Environmental Protection Agency	MNS 000 110 924
DOT Number	Department of Transportation	1348411
Alliance for Uniform Hazmat Transportation Procedures	Nevada Highway Patrol	UPM1348411NV
Hazardous Materials Transportation License	California Highway Patrol	138884
Hazardous Materials Certificate of Registration	Department of Transportation	052919550076DB
Motor Carrier Permit	Department of Motor Vehicles	0383651

## Seller's Permit

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

### SELLER'S PERMIT

January 1, 2015

ACCOUNT NUMBER

102670498 - 00006

CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC  
11855 WHITE ROCK RD  
RANCHO CORDOVA CA 95742-6603



Office of Control:  
Out-of-State / New York

**NOTICE TO PERMITTEE:**  
*You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (CRS:711).  
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-R REV. 18 (5-18)

### A MESSAGE TO OUR NEW PERMIT HOLDER

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.cdffa.ca.gov](http://www.cdffa.ca.gov)
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (CRS:711)

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

California Department of Tax and Fee Administration

Business Tax and Fee Division

## FINANCIAL STRENGTH

Clean Earth Environmental Solutions is a subsidiary of Enviri (until recently known as Harsco), a large publicly traded (NVRI) corporation. With a strong balance sheet and healthy cash flows, Enviri has the financial strength to execute our long-term strategy and make appropriate investments in our business to ensure continued growth and improved efficiency.

In addition, Enviri maintains an Internet website, [www.enviri.com](http://www.enviri.com), which provides a variety of information about the Company and where the Company's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports are available, as soon as reasonably practicable, following the time they are filed with or furnished to the Securities and Exchange Commission ("SEC").

Please refer to the following website to access all Enviri published annual reports: [www.investors.enviri.com/financial-information/sec-filings](http://www.investors.enviri.com/financial-information/sec-filings).

Reports, proxy and information statements that are filed electronically with the SEC are available on the SEC's website, [www.sec.gov](http://www.sec.gov).

## OTHER INFORMATION

### Client Portal

Clean Earth's Client Portal provides easy access to manage the City's waste service needs through our safe and secure online portal. As an addition to traditional customer service support, the Client Portal provides a fast and efficient way to obtain your account information anytime, at no additional charge. The Client Portal is integrated with Clean Earth's waste management system, providing real-time information exchange. Authorized users are able to update their account information, create profiles, build shipments, view manifests and invoices, and generate activity reports.

Clean Earth has provided some sample screenshots below.

MAN DOC#	MANIFEST#	SHIPPED DATE	RECEIVED DATE	ORDER ID
00145	02187	12/22/2020	1/15/2021	1481
0021	0023	2/19/2020	2/19/2020	283
0031	0211	1/6/2022	1/12/2022	117
003	0218	12/16/2020	1/18/2021	162
0031	0051	1/9/2020	1/15/2020	192
005	000	1/9/2020	1/15/2020	32
0061	0150	1/9/2020	1/17/2020	72
007	01508	1/9/2020	1/18/2020	72

## City Training

Every year, Clean Earth offers complimentary RCRA and DOT training to our customers. This training is hosted virtually and is a one-day, eight-hour course broken into two sections: RCRA and DOT Hazardous Materials. The outline for each section is provided below.

### DOT Hazardous Materials Training Outline

The Hazardous Materials Regulations (HMR) are contained in 49 CFR parts 171 through 180. Research and Special Programs Administration (RSPA) amended the HMR in conformance with amendments to the Federal Hazardous Materials Transportation Law that required Department of Transportation to regulate the training of all hazardous materials (hazmat) employees. Training meeting the requirements in 49 CFR 172.704; including General Awareness and Familiarization, Function Specific, Safety and Emergency Response, and Security Awareness, will increase a hazmat employee's safety awareness and be an essential element in reducing hazmat incidents. This training course will meet both your initial and triennial refresher training requirements.

#### I. Introduction and general overview of required DOT training

- a. Scope
- b. Definitions
- c. Applicability
- d. Training Requirements
- e. Classification of Hazardous Material
- f. Hazards Classes and Divisions
- g. Packing Groups

#### II. The Hazardous Materials Table

- a. Columns in table
- b. Symbols
- c. Proper Shipping Name
- d. Hazard Classes
- e. Identification Numbers
- f. Packing Groups
- g. Label Codes
- h. Special Provisions
- i. Packaging
- j. Quantity Limitations
- k. Vessel Stowage

#### III. Packaging

- a. Requirements
- b. Selection
- c. Performance Oriented Packaging
- d. Exceptions
  - i. Limited Quantity
  - ii. Consumer Quantity
  - iii. Combustible Liquids
- e. Exemptions
- f. Definitions of Bulk and Non-Bulk containers

#### IV. Shipping Papers

- a. Purpose
- b. Required Information
- c. Completion
- d. Emergency Response Information
- e. Shipper's Certification

#### V. Markings

- a. Requirements
  - i. Bulk
  - ii. Non-Bulk

#### VI. Labeling

- a. Purpose
- b. Specifications
- c. Requirements

#### VII. Placards

- a. Requirements
- b. Choosing Placards

#### VIII. Emergency Response Information

- a. Requirements
- b. Emergency Response Guide Book Overview
- c. Reporting Requirements

#### IX. Loading and Load Segregation

- a. Requirements
- b. Segregation Table

#### X. Safety and Security Awareness

- a. General Safety Measures
- b. Security Plan Awareness

#### XI. Test

#### Course Materials

DOT Hazmat Regulations  
 Emergency Response Guide Book pdf  
 DOT Guide Sheets  
 DOT Hazmat Test  
 Certificate of Course Completion



## RCRA Waste Management Course



The RCRA Hazardous Waste Management Course is a two hour seminar RCRA compliance course designed for large and small quantity generators to meet the RCRA training requirements specified in 40 CFR 265.16. This training course will meet both your initial and annual refresher training requirements.

### Part I – RCRA Overview

- ◆ Regulation enactment
- ◆ Program Goals
- ◆ Types of Waste Regulated
  - Municipal
  - Non-Hazardous Industrial
  - Universal
  - Hazardous

### Part II – Waste Generator requirements

- ◆ Municipal
- ◆ Nonhazardous Industrial
- ◆ Universal
- ◆ Source Reduction Strategies

### Part III – RCRA Regulation Updates

- ◆ Federal and State Waste Regulation Changes

### Part IV – Hazardous Waste Identification

- ◆ Characteristic and Listed Waste
- ◆ How to Classify Characteristic Waste and Listed Hazardous Waste
- ◆ Types of Generators (LQG, SQG, and VSQG) and Differences in Compliance Requirements
- ◆ Waste Profiling Basics

### Part V – On-Site Management

- ◆ Obtaining EPA Identification Number
- ◆ Types of Generators (LQG, SQG, and VSQG) and Differences in Compliance Requirements
- ◆ Waste Storage and Satellite Accumulation Requirements
- ◆ Marking and Labeling of Hazardous Waste Containers
- ◆ Manifest Preparation and Recordkeeping, Discrepancy Reports
- ◆ Use of RCRAInfo Website
- ◆ E-Manifesting

### Part VI – Emergency Preparedness and Prevention

- ◆ Key Elements of a RCRA Contingency Plan
- ◆ Components and Format of the PPC Plan Quick Reference Guide
- ◆ Required Equipment, Materials and First Responder Agreements
- ◆ Handling of Spills in the Workplace

### Part VII – DOT Hazardous Materials Training and Registration

- ◆ DOT Hazmat Training Requirements
- ◆ DOT Hazmat Registration

### Course Materials

- ◆ Presentation Handout
- ◆ Certificate of Course Completion

## SCOPE OF WORK

Clean Earth has carefully reviewed the City's scope of services included in the RFP to help support its HHW Program. As the current project incumbent Clean Earth understands the complexity and challenges in servicing the City's Program. This section details Clean Earth's methodology and procedures for our performance as it pertains to the City's service requests.

### *Labor*

As the current project incumbent, Clean Earth is aware of the City's labor needs for all HHW operations. Clean Earth will provide the personnel to lab pack and prepare all materials for transportation as required by local, state and federal laws. All of Clean Earth's HHW employees are trained in hazardous materials identification, sorting, packaging, manifesting and transportation.

The Hazardous Waste Specialists (including the Site Supervisor) are 40 Hour Safety Trained personnel and Chemists who have received extensive additional training in areas such as regulations, supervision, safety, and all aspects of HHW site operations. Their responsibilities include supervision of all tasks and completion of the more technical tasks of their assigned work area. They all have the capability to function as the Site Supervisor and have done so on many sites. Clean Earth will provide all Hazardous Waste Specialists; we will not use subcontractors to fulfill this role.

The Hazardous Waste Technicians are 40 Hour Safety Trained workers that have also received job specific training in operation of HHW collection programs. Clean Earth will supplement its staffing resources with additional, qualified staff from IQ Personnel.

Clean Earth has historically provided only the highest caliber staff to operate any hazardous waste management program. The key to our efficient, competent, and professional personnel is a commitment to a high level of effective, on-going, and job- specific training.

Clean Earth staffing have experience unloading, segregating, and packaging HHW wastes which will be their main function during collection times. Clean Earth's drivers have a working knowledge of the HHW facilities and locations of the satellite, reuse and recycle only facilities. The direct knowledge of our drivers and our technicians aids the smooth working relationship that Clean Earth and the City of Watsonville currently enjoy.

### *Equipment and Supplies*

Clean Earth shall provide all necessary materials and equipment required for the proper separation, containerization, handling, storage, transport, and disposal of collected materials. Over the many years of operation, Clean Earth has established strong working relationships and agreements with a number of vendors that supply us with the equipment and materials needed to service HHW programs safely, efficiently, and in compliance with all regulations. Having these

established vendor relationships, Clean Earth ensures it can provide all necessary equipment and supplies required for packaging, transporting and disposal of the waste collected.

Personal Protective Equipment will be specified to meet or exceed the level of protection necessary to maintain the workers' safety as required by state and federal regulations. Additionally, during site operations we request all participants to remain in their vehicles and if interaction with the participant is needed, staff should knock on the vehicle door and step back to a safe distance when conversing with the participant.

Clean Earth will provide all necessary materials required for waste packaging and transport of the collected materials. All equipment must meet the requirements of the Department of Transportation HM-181 regulations, Occupational Safety and Health Act and any and all other applicable federal, state, and local codes and regulations.

## **Labeling**

Waste shipped from the City's HHW facility are marked and labeled in accordance with DOT regulations. Clean Earth will provide the City with a set of profiles for each waste stream. The appropriate profile number is placed on each waste label.

Clean Earth prepares all manifests, Bills of Lading (BOLs), and profiles. The City will be named as generator of all HHW collected through this program. Each drum generated requires the following:

- Hazard class label
- Hazardous waste label (these labels are for descriptive purposes only)
- Up arrows as required

Each label is properly marked with the following:

- Proper shipping name
- Hazard class
- UN or NA number if applicable
- Applicable EPA and CA state codes
- Constituents (two constituents required for all drums that have a proper shipping name ending in N.O.S.)
- Manifest Document Number
- Date of accumulation
- Reportable quantity ("RQ") if applicable
- Generator will be the City of Watsonville
- EPA ID #

## **Manifesting**

Clean Earth will provide the proper shipping papers including manifests, bills of lading (BOL), land disposal restriction forms (LDRs), if applicable, and labels. Shipping papers will comply with all

applicable local, state, and federal regulations including California DTSC, US EPA, and US DOT, as well as those specific requirements of the receiving facilities. Clean Earth will provide pre-printed shipping documents available for review by the City prior to shipment.

Clean Earth will prepare hazardous waste profiles for each individual waste stream. As generator, the City will review and sign all profiles and shipping documents, or as appropriate can designate Clean Earth to sign on their behalf.

## **E-Manifest Compliance**

Clean Earth complies with all data submission requirements related to E-manifest. Clean Earth's approach to compliance with these regulations are as follows:

- The current provisional fee structure ranges per manifest depending on how the data is submitted to EPA by the TSDF.
- All hazardous waste shipments continue to be documented on paper manifests, and Clean Earth will submit the required data to EPA for those manifests received at our TSDFs.
- DOT will continue to require paper shipping documents until/unless the hazmat regulations in 49 CFR are amended to more closely align with EPA.
- Clean Earth has assembled a working project team to manage communication, training and documentation related to the new E-manifest requirements.
- Clean Earth is monitoring the EPA's E-manifest communications for new developments and will share these with our customers as they become available.

Manifests not registered in the e-Manifest systems will be processed in accordance with all federal, state, and local requirements, and any disposal/recycling facility requirements. The generator retains one copy of the manifest for three years and marries it to the signed copy that is received from the destination facility. Clean Earth is able to track the location, condition, and status of each item being managed at any given time.

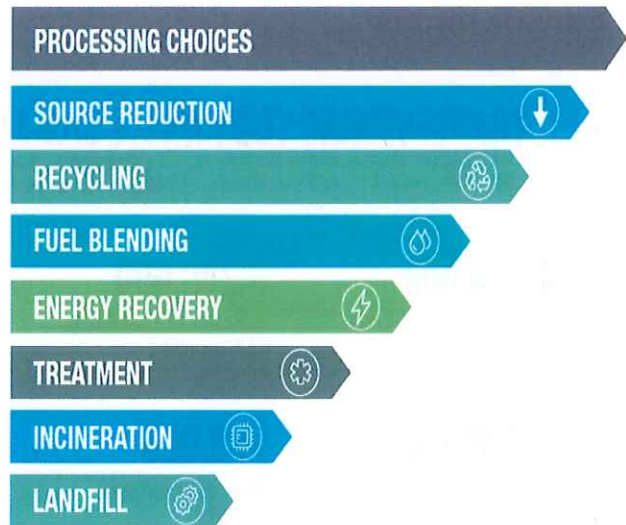
Clean Earth continues to evaluate options for transitioning to a fully electronic manifest, as this is one of the goals of our future plans for digital transformation. We have teams who are working to update our systems so they will be ready to accommodate electronic manifests when the time comes.

## **Waste Segregation**

Clean Earth recognizes the commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other management methods such as incineration and landfill. Clean Earth will ensure that the most appropriate waste disposal methods are available for the household waste collected. Clean Earth will evaluate each waste stream received on an ongoing basis.

We will continually determine the available technologies and our current capacity for managing waste according to the following hierarchy of waste management practices.

Clean Earth is committed to these priorities in waste management. We consider all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When not feasible, Clean Earth additionally offers fuels blending of flammable materials to recover their fossil fuel energy content, and treatment and discharge of corrosive materials to render them non-hazardous. These offerings allow the City to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible.



## Transportation and Disposal

### Hazardous Waste Transportation

Clean Earth proposes to use our company, Clean Earth Specialty Waste Solutions, Inc. (CESWSI) as the primary transporter for the City’s HHW Program.

Transporter Operating Name	License/DOT Number	EPA ID Number
Clean Earth Specialty Waste Solutions, Inc.	1348411	MNS 000 110 924

Clean Earth will primarily utilize its own transportation fleet of bobtail trucks, full sized tractor/trailers, and roll-off bins. Clean Earth will use the most efficient vehicle available based on the type of containers shipped and the total volume of waste. The primary means of waste transportation is a full sized (48 – 53 foot trailer and tractor). This unit will transport waste from the HHW facility to a Clean Earth ten (10) day transfer station or the designated primary TSDF.

All waste will be loaded on properly registered and licensed transport vehicles and provisions will be made to ensure adequate space is available on the transport vehicles. Clean Earth drivers ensure accurate labeling, marking, and placarding is in place prior to transportation. Clean Earth understands that it is anticipated that one major shipment will be required each month at each facility and is able to meet this requirement.

### Hazardous Waste Recycling, Treatment, and Disposal

Clean Earth manages all waste in accordance with federal, state and local requirements. We recognize the City’s commitment to the waste management hierarchy and are committed to these priorities. Clean Earth has a sustainability program within our corporate structure to further

our growth in source reduction. We can offer recycling through reuse, raw materials or energy to fuels for the majority of the waste streams generated by the City. Clean Earth will work closely with the City to develop other disposal or reuse options that will increase the percentage of materials recycled.



Clean Earth considers all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When these options are not feasible, Clean Earth additionally offers fuels blending of flammable materials to recover their fossil fuel energy content, and treatment and discharge of corrosive materials to render them non-hazardous. Both of these offerings allow the City to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible.

## **Receiving Facilities**

### **Primary Receiving Facilities**

Clean Earth possesses extensive in-house capabilities for the consolidation, processing, treatment and recycling of hazardous waste. Waste will be recycled, treated or rendered non-hazardous within one of our own treatment facilities. This will ensure that the City's waste receives the highest feasible management method associated with the federal and state waste management hierarchy. If waste requires final processing or disposal, Clean Earth has contracts and relationships with all major firms and a number of specialty waste disposal firms throughout the United States.

As the owner and operator of a large network of Treatment and Recycling facilities, Clean Earth offers a guarantee of waste acceptance to all of our customers upon shipping. Clean Earth will utilize our company owned TSDFs located in Fernley, NV, Inglewood, CA and Avalon, TX to service the City's waste disposal needs. The extensive treatment and storage capacity at our facilities ensures that, once shipped, the waste will be accepted immediately off the transportation

vehicle. Information on these facilities was provided earlier in our proposal. Copies of Clean Earth's TSDf licenses and permits have been provided in [Appendix A](#).

### **Secondary Receiving Facilities**

Once accepted into a Clean Earth facility, waste is processed utilizing waste management hierarchy by treating and recycling as much waste as possible in the plant. If the materials cannot be managed in-house, they are sent on to companies with which Clean Earth has had long standing relationships and who have met our external audit requirements.

All Clean Earth facilities and final vendors are in good regulatory standing and have the necessary certifications and experience to manage the types of material to be collected by the City. Compliance records can be provided upon request.

### ***PaintCare***

Clean Earth is an approved PaintCare service provider and has a fully executed contract to provide supplies, transportation and disposal services. Our current contract allows us to execute addendums to include our customers HHW programs. Clean Earth can ensure PaintCare participation is approved for the upcoming contract term.

Clean Earth has executed many similar addendums for our customers, and completely understands the approval process making this transition for the City seamless.

All PaintCare approved waste will be received, packaged, labeled, transported and disposed of following the same protocols and procedures of all HHW received through the City's HHW program.

### ***Operational and Strategy Meetings***

Clean Earth stands behind our service offerings. We are committed to meeting with the City on a regular basis to ensure that we are meeting the needs and service requirements of this contract. Clean Earth can meet for monthly or quarterly meetings with the City to discuss operational or administrative issues.

### ***Reporting and Documentation***

All required documentation will be included with our invoice package. Regular reports will include information from the City's collection events and will cover an array of topics including basic waste volume and types, general participation rates, program costs, and progress toward the goals mentioned above. Reporting can be on monthly or quarterly basis, with an annual summary of all activity and progress the program has accomplished over the year.

Clean Earth will complete and submit the CalRecycle Form 303 on a monthly basis for the City's HHW Program. Clean Earth will also provide a comprehensive CalRecycle Form 303 for each fiscal year. Each Form 303 can be submitted to the City electronically and in hard copy.

Clean Earth has designed an invoice format and associated reports to specifically meet the needs of the City's program. Clean Earth will send this report, along with the CalRecycle Form 303, every month. If the City is interested in additional information or a different format for the report, the report program can be modified to a degree. Clean Earth would be pleased to work with the City to incorporate all of their reporting needs into our efficient program.

### *Emergency Response Plan*

Spill prevention and on-site safety remain Clean Earth's first commitment in the operation of HHW collection programs. Clean Earth has procedures set in place for dealing with spills and leaking containers. This includes the training of our employees in the proper handling, sorting, and packaging of waste products to significantly reduce the risk of spills and exposures from leaking containers. Spill cleanup will be an immediate priority for our on-site staff. The type and quantity of material spilled will affect the level of response.

In the event that a spill or release occurs, presenting a safety hazard beyond the protective capabilities of the issued PPE, the area will be evacuated, and the Clean Earth personnel will implement the appropriate emergency response actions according to City directions posted in the facility and notify appropriate City personnel.

Clean Earth's insurance policy covers all spills and incidents that may occur as a result of our actions while our staff is on site. The City's liability is also minimized in regard to Worker Safety Regulations as all staff assigned to your project have at least 40 hours OSHA HAZWOPER training pertaining to hazardous materials.



## BIDDER EXCEPTIONS

Clean Earth has reviewed the City's Bidding Conditions and Minimum Specifications and respectfully requests the following items be considered for negotiation should we be awarded.

**B-5. BID PRICES:** The City reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. If renewed on expiration, any increase will be the greater of 5% or ~~no more than~~ the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. In the event Clean Earth's costs increase in excess of the CPI amount or 5%, City and Respondent may, in good faith, negotiate further adjustments. Should City and Respondent not agree on price adjustments, the contract shall be terminated in accordance with Section B-8 below. A subsequent CPI and/or materials cost decrease shall be passed on to the City.

**B-6. ASSIGNMENT:** Respondent shall not assign the Contract, or any interest herein, without the written consent of the City, and then only to a person or persons approved by the City on such terms and conditions as City may require. If Respondent is sold, thirty (30) days prior notice must be provided to the City. The City may elect to cancel the contract at that time. With prior City approval, the new owner will may be permitted to assume all existing terms and conditions of the contract.

**B-8. CANCELLATION BY RESPONDENT:** If a situation should arise that places the Respondent in a position of not being able to fulfill the Respondent's obligation to the City, including but not limited to agreement on price adjustments, the Respondent may cancel with a ninety (90) day written notice to the City.

**B-9. ON-SITE INSPECTION:** Upon ten (10) days advance written notice during Respondent's regular business hours, an On-site inspection of Respondent's facilities may be performed by the City and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

**C-7. PAYMENT TERMS:** Invoices are to be sent to the Processing Center Coordinator on a monthly basis and the City shall pay such invoice within thirty (30) days after the date of the invoice, subject to a charge of the lesser of one-and-one-half percent per month, or the maximum charge legally permissible, for delinquent balances. Any payments made by credit card may be assessed a service fee, where permitted by law. In the event City has a good-faith objection to an invoice, City shall pay the undisputed amount pursuant to the terms of the Agreement and notify Respondent of said objection in writing within fifteen (15) days; failure to object in writing within fifteen (15) days constitutes waiver of objections to invoices upon receipt will be processed for payment.

**C-8. INVOICING:** Respondent shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- City Contract or Purchase Order Number
- Service location
- Type of Service (lab pack, transport, disposal)
- Time and date of service
- Signature of Department contact, or designee

All invoices are subject to applicable Federal, State and local taxes and fees.

**C-9. PRICE GUARANTEE AND CHANGE ORDERS:** The City expects the cost to remain the same during the length of the contract initial term. The City will not recognize change orders unless approved by the City Manager, issued in advance of the commencement of the additional work.

~~C-10. **PRICE DECLINE:** In the event of a price decline or if the Respondent contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then Respondent shall immediately extend the same lower prices to the City.~~

**C-17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:**

Without regard to the limits of any insurance coverage, Respondent agrees to indemnify, defend ~~with counsel appointed by the City, protect~~ and hold harmless the City, its representatives, officers, agents and employees against any and all fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity to the extent caused by arising out of or in connection with (i) violations by Respondent of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 *et seq.* ("CERCLA"), HSAA, RCRA, any other Hazardous Waste laws, or other federal, state or local environmental statutes, ordinances and regulations which arise out of the work called for in this

Agreement; (ii) the negligent performance of the work or services of Respondent, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Respondent hereunder, or arising from Respondent's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, ~~whether or not there is concurrent passive or active negligence, on the part of the City, its representatives, officers, agents or employees~~ but excluding such claims or liabilities arising from the ~~sole~~ negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

C-17.a. Respondent will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith;

C-17.b. Respondent will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities to the extent caused by arising out of or in connection with the negligent performance of or failure to perform such work or services of Respondent hereunder; and Respondent agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C-17.c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Respondent for such damages or other claims to the extent caused by arising out of or in connection with the negligent performance of or failure to perform the work or services of Respondent hereunder, Respondent agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable legal costs and attorneys' fees.

Respondent's obligations hereunder shall survive the termination or expiration of this Agreement.

C-17.d. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Respondent and Respondent's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

C-17.e. In no event shall either party be liable under this Agreement for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

**C-18. INSURANCE:** Certificates of insurance acceptable to the City's Risk Manager shall be filed with the City prior to commencement of any work. The insurance will show the City of Watsonville's Officer's, Agent's, and Employees as additionally insured on an endorsement for Comprehensive General Liability, Comprehensive Automotive Liability and Umbrella Liability. Additional Insured Endorsement #1 shall be utilized for Commercial General Liability. The certificate will contain a provision on the face of the certificate that states that coverage afforded under the policy will not be canceled unless a thirty (30) day (minimum) prior written notice has been given to the City of Watsonville. Should any of the requested policies be canceled before the expiration date, notice will be provided in accordance with the policy provisions.

The City reserves the right to withhold payments to Respondent or cancel contract in the event of non-compliance with the insurance requirements outlined above.

**C-20. DEFAULT:**

- 1) In addition to its remedies under Section B-7 of this Invitation to Bid, the City may, by written notice of default to the respondent, and after thirty (30) days to cure, terminate the whole or any part of a contract if: a) The respondent fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or b) The respondent fails to perform any of the other provisions of this contract.

**C-22. INDEPENDENT CONTRACTOR STATUS:** Respondent and City will review and considered the principal test and secondary factors below and agree that Respondent is an independent contractor and not an employee of the City. Respondent is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Respondent is not entitled to any employee benefits. City agrees that Respondent shall have the right to control the manner and means of accomplishing the result contracted for herein.

Clean Earth requests the following be added to the contract.

**C-23 FORCE MAJEURE:** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, epidemics, pandemics, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

## CERTIFICATE OF INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797  CN103174067-CEES-GAWUP-23-  <b>INSURED</b> Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200 King of Prussia, PA 19406	<b>CONTACT</b> NAME: _____ PHONE: _____ FAX: _____ (A/C, No, Ext): _____ (A/C, No): _____ E-MAIL: _____ ADDRESS: _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co.	19445	INSURER B : AIU Insurance Co	19399	INSURER C : Zurich American Insurance Company	16535	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :	
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INSURER D : Lexington Insurance Company	19437														
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006828426-13                      **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER: _____		6547157	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7030964 (AOS) 7030965 (VA)	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AUC7364403-05	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	W0015825014 (AOS) SIR: \$750k W0015825015 (CA) XWC1647426 (OH, PA, WA)	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Excess Liability		62785768	06/30/2023	06/30/2024	Limit 15,000,000 Excess of 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of Coverage.

<b>CERTIFICATE HOLDER</b>  Clean Earth Environmental Solutions, Inc 933 First Avenue Ste. 200 King of Prussia, PA 19406	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
---	--

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN103174067

LOC #: Philadelphia



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA LLC		NAMED INSURED Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200 King of Prussia, PA 19406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**Contractors Professional and Pollution Liability**

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489  
 Policy: 0312-3010  
 Effective Date: 06/30/2023  
 Expiration Date: 06/30/2024  
 Per Incident \$10,000,000  
 Aggregate \$10,000,000  
 SIR: \$250,000

**Pollution Legal Liability**

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489  
 Policy: 0312-3009  
 Effective Date: 06/30/2023  
 Expiration Date: 06/30/2024  
 Per Incident \$10,000,000  
 Aggregate \$10,000,000  
 SIR: \$250,000

**Excess Contractors Professional & Pollution Legal Liability**

Carrier: Indian Harbor Insurance Company  
 Policy #: XEC0063739  
 Effective Date: 06/30/2023  
 Expiration Date: 06/30/2024  
 Limit: \$15m xs of \$10m

ACORD 101 (2008/01)

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**Additional Named Insureds**

Clean Earth Environmental Solutions, Inc.  
Harsco Corporation  
PSC Environmental Services LLC  
Clean Earth Specialty Waste Solutions, Inc.

Luntz Acquisition (Delaware), LLC  
21st Century Environmental Management of Nevada, LLC  
21st Century Environmental Management, LLC of Rhode Island  
Chemical Pollution Control of Florida, LLC  
Chemical Pollution Control, LLC of New York  
Northland Environmental, LLC  
General Environmental Management of Rancho Cordova LLC  
Burlington Environmental, LLC  
Solvent Recovery, LLC  
PSC Recovery Systems, LLC  
Republic Environmental Systems (Pennsylvania), LLC  
Republic Environmental Systems (Transportation Group), LLC  
Republic Environmental Recycling (New Jersey), Inc.  
Nortru, LLC  
Allworth, LLC  
Bio-Chem, LLC  
Chemical Reclamation Services, LLC

Philip Reclamation Services, Houston, LLC

## EXHIBIT A – NON-COLLUSION DECLARATION

Clean Earth has provided Exhibit A directly behind this page.



**Exhibit "A"**  
**CITY OF WATSONVILLE**  
**NON-COLLUSION DECLARATION**

**BID: LAB PACKING, COLLECTION, RECYCLING & DISPOSAL OF HOUSEHOLD  
HAZARDOUS WASTE MATERIALS PROJECT NUMBER WD-23-01**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID

I, Larry Sears, am the  
(Name)

Regional Sales Director of Clean Earth Environmental Solutions, Inc.  
(Position/Title) (Company)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

DocuSigned by:  
Larry Sears 11/13/23 | 4:13 PM EST  
0F00000200051AA...  
(Signature) (Date)



## COST PROPOSAL

Clean Earth is pleased to present the following pricing to the City of Watsonville. The Official Bid Sheet is located directly behind this page.



D.

## OFFICIAL BID SHEET

DUE: November 16, 2023

11:00 A.M.

**BID: LAB PACKING, COLLECTION, RECYCLING & DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, Project Number WD-23-01**

The undersigned offers and agrees to lab pack, transport, recycle and dispose of household hazardous waste in accordance with all federal and state laws, City and County ordinances, codes, rules and regulations including the Environmental Protection Agency (EPA), Resource Conservation and Recovery Act (RCRA) and the Department of Transportation (DOT) regulations. Labor and equipment necessary to prepare waste for shipment is included in costs, in conformance with all notes, specifications and conditions, as contained in the City of Watsonville Request for Bid Titled: LAB PACKING, COLLECTION, RECYCLING & DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, Project Number WD-23-01.

**D-1. Certified Hazardous Waste Collection & Disposal Company** Clean Earth Environmental Solutions, Inc.

**D-2. Respondent Offered Bid Price. Please complete the table below:**

<u>MATERIAL</u>	<u>UNIT OF MEASURE</u>	<u>PRICE</u>	<u>Process Code</u>
1. NI Metal Hydride, Batteries	LB	\$0.50	REC11-1
2. NI CAD, Batteries	LB	\$0.64	REC11
3. Lead Acid, Batteries	LB	\$0.53	REC05
4. Straight Fluorescent Tubes	FT	\$0.18	REC06
5. Incandescent Lamps	LB	\$3.98	REC42
6. U-Tubes, Circular, and Compacts	LB	\$1.59	REC06-1
7. Coated Shatter shields and Dipped Lamps	LB	\$3.98	REC42
8. ARC and UV Lamps	LB	\$3.98	REC42
9. High Intensity Discharge Lamps(HID)	LB	\$3.98	REC42
10. Low Pressure Sodium Lamps(LPS)	LB	\$1.59	REC06-1
11. Neon	LB	\$3.98	REC42
12. Halogen and Quartz	LB	\$3.98	REC42
13. Broken/Crushed Fluorescent Lamps	LB	\$3.18	REC15
14. Alkaline Batteries, Dry.	LB	\$0.95	REC24
15. Aerosol Can,(2.1), 1X55 Gal	DR55	\$199.00	AF08
16. Flammable Liquid,(3),Pine Oil, Bulk Drum,1X55Gal	DR55	\$155.00	AF01
17. Flammable Liquid,(3),Paint, Bulk drum, 1X55 Gal	DR55	\$155.00	AF01
18. Flammable Liquid,(3), Hot Oil, Bulk Drum,1X55Gal	DR55	\$155.00	AF01
19. Fusee (4.1), Flares, Lab Pack, 1X16 Gal	DR15	\$425.00	INC15-D1
20. Carbon Activated,(4.2), Lab Pack, 1X55 Gal	DR55	\$1,400.00	INC15-D2
21. Carbon Activated,(4.2), Lab Pack, 1X30 Gal	DR30	\$775.00	INC15-D2
22. Oxidizer Solids,(5.1), Lab pack, 1X55Gal	DR55	\$350.00	STAB06-6
23. Paint Related Material,(3), Loose Pack, 1X CYB	CYB	\$845.00	AF06-1
24. Paint Related Material,(3), Loose Pack, 1X55 Gal	DR55	\$265.00	AF06-1
25. Oxidizer Solids,(5.1), Lab pack, 1X30 Gal	DR30	\$330.00	STAB06-6
26. Oxidizer Solids,(5.1), Lab pack, 1X16 Gal	DR15	\$180.00	STAB06-6
27. Toxic Liquids,(6.1), Lab Pack, 1X55 Gal	DR55	\$325.00	INC14-F

28. Toxic Solids,(6.1), Lab Pack, 1X55 Gal	DR55	\$325.00	INC14-F
<b><u>MATERIAL</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>PRICE</u></b>	<b><u>Process Code</u></b>
29. Ammonia,(8), Loose Pack, 1X30 Gal	DR30	\$191.00	WAT16-B
30. Ammonia,(8), Loose Pack, 1X16 Gal	DR15	\$128.00	WAT16-B
31. Hypochlorite Solutions,(8), Lab Pack, 1X30 Gal	DR30	\$330.00	STAB06-6
32. Hypochlorite Solutions,(8),Lab Pack,1X16 Gal	DR15	\$180.00	STAB06-6
33. Sodium Hydroxide, Liquids(8),Bulk Drum,1X55 Gal	DR55	\$400.00	WAT02-1
34. Corrosive Liquids, Acidic, Organic,(8)L/P,1X30 Gal	DR30	\$427.00	INC14-A
35. Corrosive Liquids, Acidic, Inorganic,(8),L/P,1X55 Gal	DR55	\$225.00	WAT16-A
36. Corrosive Liquids, Acidic, Inorganic,(8), L/P, 1X30 Gal	DR30	\$191.00	WAT16-A
37. Corrosive Liquids, Basic, Inorganic,(8), L/P, 1X55 Gal	DR55	\$225.00	WAT16-B
38. Corrosive Liquids, Basic, Inorganic,(8), L/P, 1X30 Gal	DR30	\$191.00	WAT16-B
39. Corrosive Solids, Basic, Inorganic,(8), L/P, 1X55 Gal	DR55	\$225.00	WAT16-B
40. Corrosive Solids, Basic, Inorganic,(8), L/P, 1X30 Gal	DR30	\$191.00	WAT16-B
41. Paint Related Material,(8), Loose Pack, 1X30 Gal	DR30	\$262.00	AF06-1
42. Paint Related Material,(8), Loose Pack, 1X15 Gal	DR15	\$174.00	AF06-1
43. Paint Related Material,(8), Loose Pack, 1X5 Gal	DR5	\$122.00	AF06-1
44. Mercury,(8), Loose Pack, 1X 16 Gal	DR15	\$1,112.00	REC04-H1
45. Mercury,(8), Loose Pack, 1X 5 Gal	DR5	\$373.00	REC04-H1
46. NRL,(Hydrogen Peroxide3%),Loose Pack, 1X 30Gal	DR30	\$330.00	STAB06-6
47. NRL,(Hydrogen Peroxide3%),Loose Pack, 1X16 Gal	DR15	\$180.00	STAB06-6
48. NRL,(Surfactants), Loose Pack, 1X 55 Gal	DR55	\$150.00	STAB01
49. NRS,(Plaster, Mortar) ,Loose Pack, 1X 55 Gal	DR55	\$162.00	LF07
50. NRS,( Toner Cartridges), Loose Pack, 1X 30 Gal	DR30	\$94.00	LF07
51. Oil Filters, 1X 55Gal	DR55	\$175.00	REC10
52. Waste Coolant	DR55	\$148.00	REC07
53. Waste Oil	DR55	\$155.00	AF01
54. CYB Kit	Each	\$95.00	
55. 8' ft. Light Tube drums	Each	\$52.00	
56. 4' ft. Light Tube drums	Each	\$52.00	
57. 85 Gal over pack metal	Each	\$225.00	
58. 55 Gal open top metal	Each - NEW	\$98.00	
59. 55 Gal open top metal	Each- Reconditioned	\$65.00	
60. 55 Gal open top poly	Each - Reconditioned	\$65.00	
61. 30 Gal open top poly	Each - NEW	\$75.00	
62. 16 Gal open top poly	Each - NEW	\$55.00	
63. 5 Gal open top poly	Each - NEW	\$32.00	
64. Vermiculite Bags	Each	\$39.00	
65. Empty 5 Gal	Each	\$20.00	REC27
66. Empty 15 Gal	Each	\$23.00	REC27
67. Empty 30 Gal	Each	\$30.00	REC27
68. Empty 55 Gal	Each	\$37.00	REC27
69. Labor	Hour – Tech only	\$47.00	
70. Transportation	Per 55g Drum	\$35.00	

**EXTENDED BID PRICE (LESS REMANUFACTURED PRICES AND ALL TAXES). \$ 13,303.04**

**D-3. Bidders exception to the City of Watsonville General or Minimum Specifications:**  
BIDDER TO INITIAL ONE: ( ) NO ( DS ) YES, Statement Attached

**D-4. I declare under penalty of perjury that as the bidder, I have not been a party with another bidder to bid a fixed or uniform price in connection with this Request for Bid.**

Clean Earth Environmental Solutions, Inc.

COMPANY NAME

933 First Ave, Ste. 200

ADDRESS

King of Prussia, PA 19406

CITY STATE ZIP

DocuSigned by:

*Larry Sears*

DFC8D08209054AA

AUTHORIZED SIGNATURE

Regional Sales Director

OFFICIAL TITLE

(949) 441-6576

TELEPHONE NUMBER

**D-5. CITY AGREEMENT SIGNATURE AUTHORIZATION:**

CITY MANAGER

Rene Mendez

**ATTEST:**

CITY CLERK

Irwin Ortiz

**APPROVED AS TO FORM:**

CITY ATTORNEY

Samantha Zutler





Clean Earth would like to note the following exceptions to our proposed pricing.

- Clean Earth proposes the following transportation rates per container, with a minimum stop fee of \$400.

**Transportation Charges:**

Description	UOM	Price/UOM
Minimum Stop Fee	E	\$400.00
1 - 5 gallon drums and light boxes	E	\$12.00
6 - 29 gallon drums	E	\$25.00
30 - 55 gallon drums	E	\$35.00
85 gallon drums	E	\$50.00
Cubic Yard Boxes	E	\$140.00

- In addition to the Technician labor rate of \$47 per hour, Clean Earth is also proposing a Chemist rate of \$68 per hour.

**Labor Charges:**

Description	UOM	Price/UOM
Chemist	H	\$68.00
Technician	H	\$47.00

**Assumptions**

**Standard Pricing Conditions**

- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Clean Earth reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$350 applies to all invoices.
- Transportation, labor, and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.  
<https://www.cleanearthinc.com/energy-and-insurance-fees/>
- E-Manifest Fee of \$25 will be applied.

- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

## Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
  - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
  - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
  - Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Clean Earth personnel must tape the battery ends.

Non-Specified Container Conversions		Conversion
Container Size		
1-5 gallon		35%
6-15 gallon		50%
16-30 gallon		75%
31-55 gallon		1x
85 gallon		1.5x
Cubic Yard Boxes		4x
250/275-gallon totes		5x
330/350-gallon totes		6x

**Conversion Table Notes**

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately.
- Numbers are expressed as a factor of a 55-gallon drum (e.g. 55-gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate.
- Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.

Container (Gal)	Per Pound Standard Minimums		
	Common Containers	Lab Pack Containers	Light Weight Containers <sup>1</sup>
	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

<sup>1</sup> Excludes Lab Pack and Light Weight items  
<sup>2</sup> Includes: LFO6, STAB06-6 series of codes for INC14, INC15 & WAT16  
<sup>3</sup> Includes: AF17, INC01, INC02, INC16  
<sup>4</sup> All other container sizes are case by case (CBC)


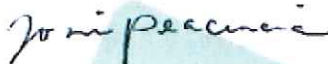
Non-Standard Minimums	
Container Min.	Process Code
\$25	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

**Please Note:** The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
<b>Profiling Fees</b>			
<24 Hour URGENT Profile Fee	ADMRRORU	Each	\$155
<b>Off Spec &amp; Discrepancy Fees</b>			
Rejection Fee	ADMREJECT	Each	\$77
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$77
Off Spec/Discrepant - Storage Fee	ADMSTOR	Day	\$26
<b>Transportation, Labor, and Other Fees</b>			
Manifest Administration Fee (per manifest)	ADMMAFEE	Each	\$25
Minimum Invoice Amount	---	Per Invoice	\$350.00
Demurrage after 1-hour loading	TRADMDEM	Hour	\$127
Scheduled Pickup Cancellation	ADMCAN	Each	\$155
Repacking/Overpacking Fee	ADMREPK	Each	\$155
Overpack Handling Fee	ADMOPRK	Each	\$52

## APPENDIX A – TRANSPORTER PERMITS

**CESWSI**

 <b>Yana Garcia</b> Secretary for Environmental Protection	 <b>Department of Toxic Substances Control</b>	 <b>Govin Newsom</b> Governor
<p>Meredith Williams, Ph.D. Director 1001 "I" Street P.O. Box 806 Sacramento, California 95812-0806</p>		
<h3>Hazardous Waste Transporter Registration Certificate</h3>		
<p><u>Name and Address of Registered Transporter:</u></p> <p>Clean Earth Specialty Waste Solutions Inc 2850 100<sup>th</sup> Court NE Blaine, MN 55449</p>		
<p>Transporter Registration Number: 5791</p>		
<p><u>Effective Date:</u> April 27, 2023 <u>Expiration Date:</u> April 30, 2024</p>		
<p>This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.</p>		
 _____ Authorized Signature	April 27, 2023 _____ Date	
<p>Name and Title of Authorized Representative: Josie Placencia, PTII</p>		
<p><b>This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email <a href="mailto:transporter@dtsc.ca.gov">transporter@dtsc.ca.gov</a>.</b></p>		
<p><small>♻️ Printed on Recycled Paper</small></p>		

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2022-2025

**Registrant:** CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC  
ATTN: Stacy Johnson  
2850 100TH COURT NE  
BLAINE, MN 55449

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 051022550043EG Effective: July 1, 2022 Expires: June 30, 2025**

**HM Company ID: 78603**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, telephone (202) 366-4109.


CALIFORNIA STATE TRANSPORTATION AGENCY

**DEPARTMENT OF MOTOR VEHICLES**  
 Registration Operations Division MS H875  
 P.O. BOX 932370 Sacramento, CA. 94232-3700  
 (916) 657-8153



09/27/2022

CLEAN EARTH SPECIALTY WASTE  
 SOLUTIONS INC  
 2850 100TH COURT NE  
 BLAINE, MN 55449

 <p><b>NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier</b></p>		
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700  CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC 2850 100TH COURT NE BLAINE, MN 55449	<b>Valid From:</b> 11/16/2011	<b>Valid Through:</b> Non-Expiring
	<b>CA#:</b> 0383651	
<p>The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:</p> <p style="text-align: center;"><b>For Hire Corporation</b></p> <p style="text-align: center;"><b>Not Valid for Intrastate Only Operations</b></p>		
<b>Pmt Date:</b> 11/16/2011	<b>Office #:</b> 154	
<b>Account #:</b> 609957	<b>Tech ID:</b> LW	
<b>Sequence #:</b> 0004	<b>Amt Paid:</b> \$80.00	


**!!!IMPORTANT REMINDERS!!!**

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

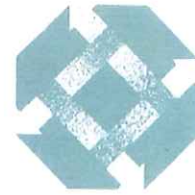
MC 2200 M (REV. 01/2011)

A Public Service Agency

 STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  <b>HAZARDOUS MATERIALS          TRANSPORTATION LICENSE</b> CHP 360H (REV. 1/00) OPI 062	CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
	266341	138684	4/4/2023	5/1/2023	4/30/2024
	CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement	
	CA 383651	999	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal	
<b>PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)</b> The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majorly change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.					
LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)					
<b>CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC</b> 2850 100th Court NE Blaine MN, US 55449					
LICENSEE NAME AND MAILING ADDRESS					
Attention: Rachael Clyde <b>CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC</b> 7273 STATE ROAD 76 NEENAH WI, US 54956					
This center is on the special routing/safe stopping place mailing lists as indicated below:					
<input type="checkbox"/> (HM) Explosives subject to Division 14, California Vehicle Code (CVC). <input type="checkbox"/> (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC. <input type="checkbox"/> (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.					
Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.6)					

## Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials

CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC  
7273 STATE HWY 76  
NEENAH WI 54956



**ALLIANCE  
FOR UNIFORM  
HAZMAT  
TRANSPORTATION  
PROCEDURES**

USDOT CENSUS #: 1348411

MC #: 518678

EPA TRANSPORTER ID #: MNS000110924

PHMSA #: 051022550043EG

TELEPHONE NUMBER TO CALL IN CASE OF ACCIDENT OR EMERGENCY:  
**877-577-2669**

UNIFORM PROGRAM #: UPM1348411NV

CERTIFIED BY: D. WENZEL

REGISTRATION ISSUED: **01 APRIL 2023**  
REGISTRATION EXPIRATION: **31 MARCH 2024**

ISSUING AGENCY: NEVADA HIGHWAY PATROL  
AGENCY TELEPHONE NUMBER: 775-684-4622



