

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.

90-1910-S4

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

Los Angeles County
Sanitation District
19555 Workman Mill Road
Whittier, CA 90601

L.A. County Dept. of Public Works
Waste Management Division
P.O. Box 1460
Alhambra, CA 91802-1460

U.S. Veterans Affairs Department
Regional Office
11000 Wilshire Boulevard
Los Angeles, CA 90024

April 29, 1994

Councilmember Braude
Councilmember Yaroslavsky
City Administrative Officer
Chief Legislative Analyst
Board of Public Works
Bureau of Sanitation

RE: CONDUCTING A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT OUTSIDE
CITY BOUNDARIES

At the meeting of the Council held April 26, 1994, the following
action was taken:

Attached report adopted.....	_____
Attached motion adopted (Braude - Yaroslavsky).....	_____ X
Attached resolution adopted.....	_____
Ordinance adopted.....	_____
Motion adopted to approve attached report.....	_____
Motion adopted to approve attached communication.....	_____
To the Mayor for concurrence.....	_____
To the Mayor FORTHWITH.....	_____
Mayor concurred.....	_____
Appointment confirmed.....	_____
Findings adopted.....	_____
Negative Declaration adopted.....	_____
Categorically exempt.....	_____
Generally exempt.....	_____

Elias Martinez

City Clerk
bem

sten0901910.4

PLACE IN FILES

MAY 03 1994

DEPUTY

37
MLP

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED
MOTION #54
APR 20 1994
FOR TOES 4-26-94

WHEREAS, the City of Los Angeles on May 7, 1993 executed an Agreement with the County of Los Angeles for Coordinated Countywide Household Hazardous Waste Management Program activities; and

WHEREAS, under the terms of this Agreement the City receives \$2.4 million annually from the County of Los Angeles in exchange for conducting Household Hazardous Waste (HHW) collection events which are open to all County residents; and

WHEREAS, the Los Angeles City Council as part of their action on April 30, 1993, under CF No. 90-1910-S4 in authorizing execution of this Agreement and other HHW items, instructed the President of the Board of Public Works to obtain advance approval from the City Council for Household Hazardous Waste Program activities conducted by the City outside of City boundaries; and

WHEREAS, the Bureau of Sanitation as part of the Countywide program is conducting HHW collection events through its Hazmobile program which is available to residents on an appointment basis three days each week at twenty four locations throughout the City annually; and

WHEREAS, a Hazmobile collection event is scheduled to be held at a site on Veterans Administration property on two successive week-ends (Friday, Saturday, and Sunday) May 6, 7 and 8; and May 13, 14, and 15; and

WHEREAS, this site is located outside of City boundaries within an unincorporated area of Los Angeles County lying westerly of Sepulveda Blvd and northerly of Constitution Avenue (Private); and

WHEREAS, this site is convenient to residents living in the West Los Angeles area to dispose of their HHW.

BE IT THEREFORE RESOLVED, that the City Council of the City of Los Angeles does hereby authorize the Board of Public Works to conduct a Hazmobile collection event outside City boundaries on Veterans Administration property on the aforementioned dates.

[Handwritten mark]

PRESENTED BY *Marvin Braude*
Marvin Braude
Councilman, 11th District

SECONDED BY *[Signature]*

Mo.
ADOPTED

APR 26 1994

LOS ANGELES CITY COUNCIL

RULE 16 MOTIONS + MOTION ^{#40} (ALATORRE - HERNANDEZ), AS AMENDED ^{ADOPTED}

+++++
AGENDA NO. 37-45 YES: 10 NO: 0 ABS: 5 04/26/94 10 50 15
ALARCON.....YES BERNSON.....YES BRAUDE.....YES CHICK.....YES
GOLDBERG.....YES HERNANDEZ....YES HOLDEN.....YES SVORINICH....YES
WACHS.....YES FERRARO.....YES ALATORRE....ABS GALANTER....ABS
RIDLEY-THOMASABS WALTERS.....ABS YAROSLAVSKY..ABS
+++++

CLERK OF COURT
COUNTY OF LOS ANGELES

CITY COUNCIL
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 90-1910-84

Petitioner/Communicant _____

Councilperson(s) Brande-Tarroslawsky

City Admin. Officer

Chief Legislative Analyst

Treasurer

Building and Safety

Fire Commission

General Services

Police Commission

Public Works (Board)

Planning Department

Water and Power Department

Sanitation

LA County

FW

City Attorney

Controller

Information Services Dept.

City Clerk Tax and Permit

Fire Department

Personnel Department

Police Department

Public Works - Engineering

Transportation

CITY OF LOS ANGELES
CALIFORNIA

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.

90-1910-S4



TOM BRADLEY
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - 485-5703
General Information - 485-5705

Pat Letcher
Chief Legislative Assistant

May 21, 1993

Bureau of Sanitation
Environmental Affairs Department
City Administrative Officer
Chief Legislative Analyst
Bureau of Accounting
Board of Public Works
City Attorney

Controller, Room 220
Accounting Division F&A
Disbursement Division
Councilmember Picus
Councilmember Galanter
Councilmember Braude

PLACE IN FILES
MAY 26 1993
DEPUTY

RE: MOBILE HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION PROGRAM

At the meeting of the Council held April 30, 1993, the following action was taken:

Attached motion adopted (Flores - Galanter).....	<u>05-11-93</u>
" motion " ().....	_____
" resolution " ().....	_____
Ordinance adopted.....	<u>05-11-93</u>
Motion adopted to approve attached report.....	_____
" " " " " communication.....	<u>X</u>
Mayor concurred.....	<u>05-07-93</u>
Appointment confirmed.....	_____
Findings adopted.....	_____
Negative Declaration adopted.....	_____
Ordinance Number.....	<u>168759</u>
Publication date.....	<u>05-21-93</u>
Effective date.....	<u>06-21-93</u>
Mayor vetoed.....	_____
Mayor approved.....	<u>05-17-93</u>
Mayor failed to act - deemed approved.....	_____
Findings adopted.....	_____
Negative Declaration adopted.....	_____
Categorically exempt.....	_____
Generally exempt.....	_____
EIR certified.....	_____

Elias Martinez
City Clerk
bem

steno\901910.4

Handwritten signature and date: 5/25/93



41
[Handwritten signature]

CALLED SPECIAL

MAY 07 1993 - ORD 2ND CONSIDERATION
CONTINUED TO MAY 11, 1993

ORD
ADOPTED

MAY 11 1993

LOS ANGELES CITY COUNCIL

IN ADDITION ATTACHED MOTION ADOPTED

CF# 90-1910-34
ORD # 168,759
DATE OF MAYOR APPROVAL May 17, 1993
Published
POSTED 5-21-93
EFFECTIVE DATE June 21, 1993

ORD 2nd Reading Adopted - NOTE: LATOR ROOMS 1207AD BY

AGENDA NO. 4	YES: 13	NO: 0	ABS: 2	05/07/93	TIME: 12 01 15
ALATORRE.....YES	BERNARDI.....YES	BERNSON.....YES	BRAUDE.....YES		
FLORES.....YES	GALANTER.....YES	HERNANDEZ.....YES	HOLDEN.....YES		
PICUS.....YES	RIDLEY-THOMASYES	WALTERS.....YES	YAROSLAVSKY..YES		
FERRARO.....YES	WACHS.....ABS	WOO.....ABS			

KLIPPS-HOLDEN MOTION + CONT TO 5-11-93. DT

AGENDA NO. 41	YES: 12	NO: 1	ABS: 2	05/11/93	TIME: 12 07 11
ALATORRE.....YES	BERNARDI.....YES	BERNSON.....YES	BRAUDE.....YES		
FLORES.....YES	GALANTER.....YES	HERNANDEZ.....YES	HOLDEN.....NO		
RIDLEY-THOMASYES	WACHS.....YES	WALTERS.....YES	YAROSLAVSKY..YES		
FERRARO.....YES	PICUS.....ABS	WOO.....ABS			

ORD ADOPTED - IN ADDITION MOTION ADOPTED

12 07 11
 12 07 11
 12 07 11

12 07 11

ORDINANCE NO. _____

An ordinance adding Chapter 57 to Division 5 of the Los Angeles Administrative Code to create a "Household Hazardous Waste Special Fund."

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 57 is hereby added to Division 5 of the Los Angeles Administrative Code, said new Chapter to read:

CHAPTER 57

HOUSEHOLD HAZARDOUS WASTE SPECIAL FUND

Sec. 5.434. Creation and Administration of the Fund.

(a) There is hereby created and established in the Treasury of the City of Los Angeles a special fund to be known as the "Household Hazardous Waste Special Fund," hereinafter referred to in this chapter as the "Fund."

(b) The Fund shall be used only for support of Household Hazardous Waste Program activities.

(c) Funds received from the County of Los Angeles in support of these activities shall be placed in the Fund.

(d) All interest and other earnings from moneys placed in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund, as stated herein.

(e) Appropriations from the Fund shall be approved by a majority vote of the Council, subject to the approval of the Mayor, or passage by the Council over the Mayor's veto by a two-thirds vote. The Department of Public Works shall cause the necessary demands to be drawn upon the Fund.

. . .
. . .
. . .

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles APR 30 1993 and was passed at its meeting of MAY 11 1993

ELIAS MARTINEZ, City Clerk

Approved MAY 17 1993

By Raymond J. Cruz
Deputy

Approved as to Form and Legality

Tom Bradley
Mayor

3-24-92
James K. Hahn, City Attorney

By John F. Haggerty
JOHN F. HAGGERTY
Assistant City Attorney

File No. 90-1910-54

VERBAL MOTION

I HEREBY MOVE that whenever possible, the Board of Public Works, Bureau of Sanitation coordinate Mobile Household Hazardous Waste Collection Program round-up events with Community Clean-up activities scheduled in each Council District.

PRESENTED BY

JOAN MILKE FLORES
Councilmember, 15th District

SECONDED BY

RUTH GALANTER
Councilmember, 6th District

May 11, 1993
CF 90-1910-S4

MOTION
ADOPTED

MAY 11 1993

LOS ANGELES CITY COUNCIL

41

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - 485-5703
General Information - 485-5705

Pat Letcher
Chief Legislative Assistant

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.

90-1910-S4

May 10, 1993

agreements picked up by: Paul E. Chase

Bureau of Sanitation (pick up agmts.)
Environmental Affairs Department
City Administrative Officer
Chief Legislative Analyst
Bureau of Accounting
Board of Public Works
City Attorney

Controller, Room 220
Accounting Division F&A
Disbursement Division
Councilmember Picus
Councilmember Galanter
Councilmember Braude

RE: MOBILE HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION PROGRAM

At the meeting of the Council held April 30, 1993, the following action was taken:

- Attached report adopted.....
- " motion " ().....
- " resolution " ().....
- Ordinance adopted.....
- Motion adopted to approve attached report.....
- " " " " " communication..... X
- Mayor concurred..... 05-07-93
- Appointment confirmed.....
- Findings adopted.....
- Negative Declaration adopted.....
- Categorically exempt.....
- Ordinance held over one week to May 7, 1993..... X
- EIR certified.....
- Tract map approved for filing with the County Recorder.....
- Parcel map approved for filing with the County Recorder.....
- Bond approved is No. _____ of Contract.....
- Resolution of acceptance of future street to be known as _____ adopted.....
- Attach a copy of follow-up Department Report to file.....
- Agreement mentioned therein is/are No. _____ of contracts.....

Elias Martinez
City Clerk
mlb

901910.4



CITY HALL
LOS ANGELES, CALIFORNIA 90012
(213) 485-3311

OFFICE OF THE MAYOR

TOM BRADLEY
MAYOR

MAY 7 1993

Council of the City of Los Angeles

Honorable Members:

I concur in your action of April 30, 1993, and hereby authorize the Board of Public Works to execute a contract with Greenfield Services Corporation for a Mobile Household Hazardous Waste Collection Program.

In addition, I approve all other recommendations specified in the attached communication from the Chairperson, Environmental Quality and Waste Management Committee.

Council File No. 90-1910, Supplement No. 4 is returned herewith.

Yours truly,

Tom Bradley
TOM BRADLEY
Mayor

MAY 10 1993

TB:llc
Attachment

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE
Report/Communication for Signature

Council File Number 90-1910-54

Committee Meeting Date 4/14

Council Date _____

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCIL MEMBER GALANTER, Chair	/		
COUNCIL MEMBER BRAUDE			/
COUNCIL MEMBER PICUS			/

Remarks Household Hazardous Waste
program activities

Adrienne Bass, Legislative Assistant ♦♦♦♦ Telephone 237-0379

COMMUNICATION

TO: LOS ANGELES CITY COUNCIL File No. 90-1910-S4

FROM: COUNCIL MEMBER RUTH GALANTER, Chair
ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE

Public Comments Yes No
 ___ XX

NEGATIVE DECLARATION, COMMUNICATION FROM CHAIRPERSON, ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE and ORDINANCE relative to the Mobile Household Hazardous Waste (HHW) Collection Program

Recommendations for Council action, as recommended by the Bureau of Sanitation and the City Administrative Officer, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. ADOPT the Negative Declaration filed January 3, 1992, pursuant to the City's Environmental Guidelines and in compliance with the California Environmental Quality Act of 1970.
2. ADOPT the recommendations of the Board of Public Works in the report dated February 3, 1993, to APPROVE the Initial Study for the Household Hazardous Waste Management Collection Program, which finds said project will not have a significant effect on the environment.
3. AUTHORIZE the Board of Public Works to execute a Contract with Greenfield Services Corporation for a Mobile Household Hazardous Waste Collection Program.
4. APPROVE and AUTHORIZE the President of the Board of Public Works to execute, on behalf of the City, the Agreement for Coordinated Countywide Household Hazardous Waste Management Program activities by the County of Los Angeles and the City of Los Angeles.
5. INSTRUCT the President of the Board of Public Works to obtain advance approval from the City Council for Household Hazardous Waste Program activities conducted by the City outside of City boundaries.
6. PRESENT and ADOPT the attached Ordinance creating the Household Hazardous Waste Special Fund.

Summary:

The Bureau of Sanitation reports that they propose to operate a Mobile Household Hazardous Waste (HHW) Collection Program to replace the current 1 day HHW round-up events, in order to comply with State Law mandating a HHW element pursuant to Title 14 of the California Code of Regulations and the Conditional Use Permit (CUP) for the Lopez Canyon Landfill. The mobile facility will operate at approximately 24 locations annually, throughout the City. The program will provide citizens with a safe and legal means of disposing of their hazardous waste which includes: used motor oil and automotive products, oil base and latex paints, paint thinners and solvents, automobile batteries.

In March 1991, City Council instructed the Bureau of Sanitation to prepare and release a Request for Proposals (RFP) for this Mobile Collection Program. In April 1991, the Bureau released the RFP to over 60 companies involved in handling hazardous waste. Seven proposals were received, and Greenfield Services Corporation (GSC) was rated highest. GSC has extensive knowledge of household hazardous waste collection events, having conducted 117 during the past year, is responsive to community needs and delivers services promised, and owns a hazardous waste treatment and storage facility located in San Diego County which provides immediate consolidation, treatment and/or disposal of material. This proposed contract provides for GSC to develop a Mobile Household Hazardous Waste Collection Facility and to perform household hazardous waste operations, including collection, identification, segregation, transfer, recycling, storage, disposal, and reduction, provide support services which will include collection site selection, permit development, project management, training and publicity.

Additionally, the Bureau of Sanitation proposes to enter into an agreement with the County Department of Public Works to coordinate Household Hazardous Waste Management Program (HHWMP) activities. The County collects a Solid Waste Management Fee for preparing, adopting and implementing an integrated waste management plan; included in this fee is \$.56 per ton for financing a Countywide Household Hazardous Waste Program. Revenue from the County will finance about one-half of the City annual Program costs, the remaining funding will come from other City special funds. The City Administrative Officer (CAO) summarizes the points of the county agreement as follows: 1) the City and county will coordinate their individual HHWMP efforts so that citizens Countywide can be uniformly served; 2) the President of the Board of Public Works and the Director of the Los Angeles County Department of Public Works shall be the Program Managers and have full authority to act on behalf of their jurisdictions; 3) the city is responsible for

implementing HHWMP activities within City boundaries and may also implement such activities outside City boundaries (with Council approval); and, 4) based on a formula, the County will compensate the City for an estimated \$2 million annually which must be deposited into a special fund to be created by Ordinance.

Respectfully submitted,



Councilwoman Ruth Galanter, Chairperson
Environmental Quality and Waste Management Committee

AB
4-16-93

~~MOTION ADOPTED TO APPROVE COMMUNICATION RECOMMENDATION~~
ADOPTED

APR 30 1993

LOS ANGELES CITY COUNCIL

NEG DEC ADOPTED

ORD. OVER ONE WEEK TO MAY 7, 1993

Communication

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*****
AGENDA NO. 5          YES: 9          NO: 2          ABS: 4          04/30/93
ALATORRE.....YES    BERNARDI.....NO    BERNSON.....YES    BRAUDE.....YES
FLORES.....YES      GALANTER.....YES    MERNANDEZ.....YES  HOLDEN.....NO
WAGHS.....YES       YAROSLAVSKY..YEE    FERRARO.....YES    PICUS.....ABS
RIDLEY-THOMASABS    WALTERS.....ABS    WOO.....ABS
*****

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TIME: 11 17 05

FOR WHICH THE CITY COUNCIL

WAS IN SESSION

ADOPTED

31

DATE: 4-30-93

COUNCIL ITEM NO. 5

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS
AND PROVIDE INFORMATION TO COUNCIL MEMBERS

<u>NAME</u>	<u>TITLE</u>	<u>ORGANIZATION</u>
1. <u>Michael M. Miller</u>	<u>Asst Dir.</u>	<u>Soc't</u>
2. <u>Carl Haase</u>	<u>Sen Engr.</u>	<u>"</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____

CITY OF LOS ANGELES
CALIFORNIA

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.



TOM BRADLEY
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - 485-5703
General Information - 485-5705

Pat Letcher
Chief Legislative Assistant

90-1910-S4

April 26, 1993

ALL COUNCILMEMBERS:

The attached copy of a Negative Declaration, in connection Council File No. 90-1910-S4 is being sent to you for your information and review before it is considered by the City Council on April 30, 1993, as Item No. 5, All Council District's.

City Clerk
et



TRANSMITTAL 2

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NEGATIVE DECLARATION

(Article V — City CEQA Guidelines)

DOCUMENT FILED
 City Clerk's Office
 No: SB001-92
 Certified by PK
 Date: AN 03 1992

LEAD CITY AGENCY Department of Public Works - Bureau of Sanitation	COUNCIL DISTRICT ALL
---	-------------------------

PROJECT TITLE Mobile Household Hazardous Waste Collection Program	CASE NO.
--	----------

PROJECT LOCATION
Greater Los Angeles Area

PROJECT DESCRIPTION:
 Operation of a Mobile Household Hazardous Waste Collection Vehicle at approximately twenty-four (24) locations throughout the City of Los Angeles over a twelve (12) month period to provide citizens with a legal means of disposing of their household hazardous waste.

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY

FINDING:

► The DEPARTMENT OF PUBLIC WORKS, BUREAU OF SANITATION of the City of Los Angeles has determined that this project will not have a significant effect on the environment for the following reasons:

1. In accordance with the California Environmental Quality Act (Section 21081.6), mitigation measures have been included in the attached Initial Study. The Dept. of Public Works, Bureau of Sanitation will monitor Compliance with the program Specifications.
2. The overall impact of the program will be beneficial in that Household Hazardous Waste will be diverted and properly handled and will not enter the environment through disposal in landfills or illegal dumping.

► SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

"Any written objections received during the public review period are attached together with the responses of the Lead City Agency."

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM Jim Burman	TITLE Sanitary Engineering Assoc	TELEPHONE NUMBER I 893-8512
ADDRESS 419 S. Spring St., Ste. 800 Los Angeles, CA 90013	SIGNATURE (Official) <i>Jim Burman</i>	DATE 1-16-92

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

BOARD OF PUBLIC WORKS
MEMBERS

FELICIA MARCUS
PRESIDENT
485-3376

DENNIS N. NISHIKAWA
VICE-PRESIDENT
485-3379

PERCY DURAN III
PRESIDENT PRO-TEMPORE
485-3377

M. E. "RED" MARTINEZ
485-3375

JOHN W. MURRAY, JR.
485-3378

OFFICE OF THE
BOARD OF PUBLIC WORKS

ROOM 353, CITY HALL
LOS ANGELES, CA 90012

JAMES A. GIBSON
SECRETARY
GENERAL INFORMATION
485-3381

1992 NOV 25 PM 3:45

MAYOR
ANTON CALLEIA

November 20, 1992

#1 SAN

Mayor Tom Bradley
Room No. 305
City Hall

Attn: Anton Calleia

Subject: APPROVAL OF AGREEMENT FOR COORDINATED COUNTY-WIDE HOUSEHOLD HAZARDOUS
WASTE MANAGEMENT PROGRAM ACTIVITIES

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval of the agreement for Coordinated County-Wide Household Hazardous Waste Management Program Activities. Authorization is also requested to allow compensation by the County in connection with the Agreement to be deposited into the Household Hazardous Waste Trust Fund (No. 526), and authority for the President of the Board of Public Works or two Commissioners to act on behalf of the City in executing any amendments to the agreement.

The Agreement establishes an arrangement between the City and County of Los Angeles for implementing HHW collection events county-wide, and provides compensation for the City for the operation of its HHW activities. The County expects to generate approximately \$7 million annually for HHW programs county-wide, of which the City can expect to receive approximately \$2.4 million. All funds received through this agreement will be deposited in the Household Hazardous Waste Trust Fund (No. 526).

Respectfully yours,

James A. Gibson
Secretary
Board of Public Works

JAG:cg

92 DEC -1 PM 4 15

COMMUNICATIONS



ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
NOV 20 1992

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
NOVEMBER 20, 1992


Secretary

APPROVAL OF AGREEMENT FOR COORDINATED COUNTY-WIDE HOUSEHOLD HAZARDOUS WASTE
MANAGEMENT PROGRAM ACTIVITIES

RECOMMENDATIONS

Approve and forward this report with transmittal to the Mayor and City Council with the following recommendations:

1. Approve the Agreement for Coordinated County-wide Household Hazardous Waste (HHW) Management Program Activities and authorize the Mayor to execute the agreement on behalf of the City.
2. Authorize all compensation by the County in connection with the Agreement to be deposited into the Household Hazardous Waste Trust Fund (No. 526).
3. Authorize the President of the Board of Public Works or two commissioners of the Board to act on behalf of the City in executing any amendments to the agreement.

TRANSMITTALS

1. Letter dated May 30, 1991 from T.A. Tidemanson, Director of Public Works of Los Angeles County to The County Board of Supervisors.
2. Agreement for Coordinated County-wide Household Hazardous Waste Management Program Activities.

DISCUSSION

The Los Angeles County Board of Supervisors on August 15, 1991 approved an increase in the County Solid Waste Management (CSWM) fee (a surcharge in the tipping fee at all landfills within Los Angeles County) from 3.5 cents to 86 cents per ton. The initial 3.5 cents per ton was established to provide for preparation and administration of the County Solid Waste Management Plan. The increase in the tipping fee provides 56 cents per ton for implementation of a Countywide HHW program and 30 cents per ton for all other County-wide work. The report dated May 30, 1991 from Mr. Tidemanson, Director of Public Works for Los Angeles County to the Board of Supervisors (Transmittal No. 1) recommended sharing a portion of the CSWM fee allocated for HHW programs with the City of Los Angeles for operation of the City's HHW collection program in coordination with the Countywide program.

The County expects to generate approximately \$7 million annually for HHW programs countywide. Of this amount, the City can expect to receive approximately \$2.4 million annually based on the amount of waste generated as reported in the City's Source Reduction and Recycling Element (SRRE) being prepared by the Integrated Solid Waste Management Office.

BUREAU OF SANITATION
BOARD REPORT NO. 1
NOVEMBER 20, 1992

Page 2

The City plans to continue round-up events through the end of the current calendar year. These round-up events will be replaced by a City operated mobile HHW collection program in early 1993. The mobile program is proposed to be located at 24 different sites throughout the City each year. The mobile facility will be open three days per week for two weeks at each location.

The Agreement for Coordinated County-wide Household Hazardous Waste Management Program Activities (Transmittal No. 2) establishes an arrangement between the City and County of Los Angeles for implementing HHW collection events County-wide, and provides compensation to the City for the operation of its HHW activities.

A summary of the agreement is as follows:

- The City and County agree to coordinate their HHW Program efforts to provide uniform service to residents County-wide (SECTION 1).
- The President of the Board of Public Works, and the Director of the County Department of Public Works will be the Program Managers, and have the authority to act on all matters relating to this agreement for the City and County, respectively. (SECTION 2).
- The City and County will comply with all Federal, State, County and local laws and regulations regarding the Agreement (SECTION 3).
- The City may conduct program activities outside the City (SECTION 4), and all program activities of each jurisdiction will be available to all County residents (SECTION 5).
- The County will annually compensate the City approximately \$2.4 million, up to a maximum of \$0.56 per ton of total waste generated in the City as identified in the City's SRRE or other mutually agreed upon data (SECTION 6).
- Compensation received from the County will be deposited in the City's HHW Trust Fund (Fund 526), and will be in monthly installments of \$200,000 each which will be adjusted quarterly depending upon participation (SECTION 7).
- The City and County will work together in applying for state or other grant reimbursements in order to maximize the returns to each jurisdiction (SECTION 8).
- Public education and outreach efforts of each jurisdiction will be made available to the other (SECTION 9), and each shall provide the other with data collected through surveys (SECTION 10).

BUREAU OF SANITATION
BOARD REPORT NO. 1
NOVEMBER 20, 1992

Page 3

- Type and quantity of material from City of origin will be shared between the City and County, together with HHW management methods, all on a quarterly basis (SECTION 11).
- Each jurisdiction agrees to indemnify, defend, and hold harmless the other on all matters relating to this agreement (SECTIONS 12 & 13), and to not establish "shared Liability" (SECTION 14).
- The agreement will remain in effect unless terminated by either Program Manager upon thirty days written notice (SECTION 15).

The Agreement has been reviewed and approved by City and County staff, and has been approved by the City Attorney as to form.


STATUS OF FUND CREATION

The Los Angeles City Council on June 26, 1991 under Ordinance No. 167089 authorized the creation of the HHW Trust Fund to receive grants and other contributions designated for HHW program activities.

All funds received through this agreement will be deposited in the Household Hazardous Waste Trust Fund (No. 526).

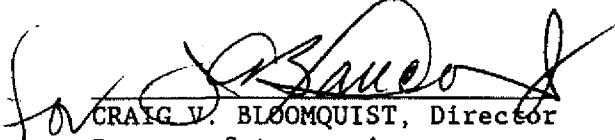
(CLH SGH DBS MMM)

Respectfully submitted,



DELWIN A. BIAGI, Director
Bureau of Sanitation

APPROVED AS TO STATEMENT OF FUND:



CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date November 6, 1992

Prepared by:
Carl L. Haase, RCY
893-8542

112092-1

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TRANSMITTAL

0220-02282(C1)

TO The Council		DATE APR 5 1993	COUNCIL FILE No.
FROM The Mayor		COUNCIL DISTRICT	

Transmitted for your consideration. See
City Administrative Officer report attached.

Tom Bradley
MAYOR

REPORT FROM



CITY ADMINISTRATIVE OFFICER

TO The Mayor	DATE 4/2/93	CAO FILE No. 0220-02282(C1)
REFERENCE Report from the Bureau of Sanitation adopted by the Board of Public Works November 20, 1992; referred for report		COUNCIL FILE No.
SUBJECT Coordinated Countywide Household Hazardous Waste Management Program		COUNCIL DISTRICT

SUMMARY

Background

In 1983, the Los Angeles County Board of Supervisors adopted an Ordinance imposing a Solid Waste Management Fee of \$.035 per ton on landfill operators in the County to provide for the preparation and administration of a County Solid Waste Management Plan. In 1991, the Board increased the Fee to \$.86 per ton for preparing, adopting and implementing an integrated waste management plan in accordance with the California Integrated Waste Management Act of 1989, AB 939. The Fee includes \$.56 per ton for financing Countywide Household Hazardous Waste Programs, which is reported to generate about \$7 million per year, an estimated \$.5 million of which is funded by the City as operator of the Lopez Canyon Landfill.

The Bureau of Sanitation and the County Department of Public Works propose to enter into an Agreement to coordinate Household Hazardous Waste Management Program (HHWMP) activities, with the City receiving a portion of the Fee. The Agreement is briefly highlighted below and described in more detail in Attachment 1. Revenue from the County will finance about one-half of the City annual Program costs, the remaining funding to come from other City special funds. The County Department of Public Works will be submitting the proposed Agreement to the Board of Supervisors in the immediate future.

Proposed Agreement

- * The City and County will coordinate their individual HHWMP efforts so that citizens Countywide can be uniformly served.

(Summary continued)

CITY ADMINISTRATIVE OFFICER

- * The President of the Board of Public Works and Director of the Los Angeles County Department of Public Works shall be the Program Managers and have full authority to act on behalf of their jurisdictions.
- * The City is responsible for implementing HHWMP activities within City boundaries and may also implement such activities outside City boundaries.

Comment: City sponsored activities conducted outside City boundaries are a policy decision which should be approved in advance by the City Council.
- * Based on a formula, the County will compensate the City for an estimated \$2 million annually which must be deposited into a special fund to be created by Ordinance as provided in Attachment II. The formula may be adjusted to reflect participation by non-City residents.

RECOMMENDATIONS

That the Council, subject to approval of the Mayor:

1. Approve and authorize the President of the Board of Public Works to execute on behalf of the City the Agreement for Coordinated Countywide Household Hazardous Waste Management Program Activities by the County of Los Angeles and the City of Los Angeles;
2. Instruct the President of the Board of Public Works to obtain advance approval from the City Council for Household Hazardous Waste Program activities conducted by the City outside of City boundaries; and,
3. Approve the Ordinance creating the Household Hazardous Waste Special Fund as indicated in Attachment 2.

RRH:nr

**SUMMARY OF AGREEMENT FOR COORDINATED COUNTYWIDE HOUSEHOLD
HAZARDOUS WASTE MANAGEMENT PROGRAM ACTIVITIES BY THE
COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES**

Introduction

The City and County acknowledge and agree that a coordinated Countywide Household Hazardous Waste Management Program (HHWMP) is required to address the environmental and public health concerns associated with improper disposal of Household Hazardous Waste (HHW), as well as complying with State law for providing residents with an environmentally safe means of HHW disposal.

The HHWMP will consist of a Collection Element and a Public Education/Information Element. The Collection Element may consist of mobile collection, roundups, and/or permanent collection centers. The Public Education/Information Element will consist of informing/educating the public on issues relating to the purchase, use, and proper disposal of HHW materials, use of alternative non-hazardous products, and promotion of the HHWMP through advertising and public outreach efforts.

Comment: For the past several years the City HHW collection effort has been primarily one-day Roundups. The Bureau is currently developing a more extensive Mobile Program which will significantly expand the level of collection service provided. Public information is currently in the form of advertising collection events but a more comprehensive public education program is being developed.

Provisions

Sec 1. The City and County will coordinate their individual HHWMP efforts so that citizens Countywide can be uniformly served.

Comment: The Bureau reports that coordination essentially involves working with the County in planning, scheduling, advertising and promoting activities so that events complement each other rather than compete.

Sec 2. The President of the Board of Public Works and the Director of the Los Angeles County Department of Public Works shall be the Program Managers and have full authority to act on behalf of their jurisdictions on matters relating to this Agreement.

Sec 3. The City and County will conduct their HHWMP activities in compliance with Federal, State, County and local laws and regulations.

Sec 4. The City is responsible for implementing HHWMP activities within City boundaries and may also implement HHWMP activities outside City boundaries.

Comment: Conducting City events outside of City boundaries, which may also include City funds, is a policy issue which should be approved in advance by the City Council.

Sec 5. Program activities shall be uniformly available to all residents of Los Angeles County. Advertising and other public outreach will be coordinated to provide consistency of effort.

Sec 6. The County will compensate the City for expenses incurred by the City in conducting agreed upon activities not to exceed \$.56 per ton of solid waste generated within the City. Solid waste generated within the City shall be that disposed of at solid waste landfills and/or transformation facilities as identified in the adopted Source Reduction and Recycling Element.

The compensation formula may be adjusted to consider such factors as the area served, including the participation rates of City and non-City residents, subject to approval of the Program Managers. Compensation is subject to receipt of fees derived from solid waste generated within the City.

Comment: Based on a draft Source Reduction and Recycling Element, the City will receive approximately \$2 million annually from this revenue source, or about one-half the estimated \$4 million annual costs for the City HHWMP. Revenue from this source will replace General Fund financing. The Sewer Construction and Maintenance Fund and the Stormwater Pollution Abatement Fund will finance the balance.

There is a concern, however, as to the financial impact on the City if collection events are heavily attended, particularly by other than City residents, resulting in a substantial increase in disposal costs. Sec 6. provides that adjustments may be made in the compensation formula and the Bureau of Sanitation assures that all efforts will be made to adequately compensate the City for participation by non-City residents.

Sec 7. Based on a minimum of one collection activity conducted by the City per month, the County shall remit to the City \$200,000 monthly to offset expenses. Actual expenses shall be reviewed and an adjustment made quarterly. All compensation to the City by the County shall be placed into a fund established for the Household Hazardous Waste Program and shall be used only to fund activities performed under the provisions of this Agreement.

Comment: While the County will advance approximately \$2.4 million annually, the maximum reimbursement under Sec 6, unless otherwise adjusted, is \$2 million per year. The Agreement also requires that a special fund be established for receiving County funds.

Sec 8. The City and County will cooperatively develop an approach for applying for grants to maximize the return to each jurisdiction.

Sec 9. Public education materials shall be made available for use by the City and County.

Sec 10. The City and County will exchange data on public outreach, advertising and survey activities.

- Sec 11. The City and County will exchange data on the type and quantity of Household Hazardous Waste collected, including the city of origin.
- Sec 12-16. These are legal requirements including City and County indemnification of each other; and, execution and termination of the Agreement by the Program Managers.

ORDINANCE NO. _____

An ordinance adding Chapter 57 to Division 5 of the Los Angeles Administrative Code to create a "Household Hazardous Waste Special Fund."

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 57 is hereby added to Division 5 of the Los Angeles Administrative Code, said new Chapter to read:

CHAPTER 57

HOUSEHOLD HAZARDOUS WASTE SPECIAL FUND

Sec. 5.434. Creation and Administration of the Fund.

(a) There is hereby created and established in the Treasury of the City of Los Angeles a special fund to be known as the "Household Hazardous Waste Special Fund," hereinafter referred to in this chapter as the "Fund."

(b) The Fund shall be used only for support of Household Hazardous Waste Program activities.

(c) Funds received from the County of Los Angeles in support of these activities shall be placed in the Fund.

(d) All interest and other earnings from moneys placed in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund, as stated herein.

(e) Appropriations from the Fund shall be approved by a majority vote of the Council, subject to the approval of the Mayor, or passage by the Council over the Mayor's veto by a two-thirds vote. The Department of Public Works shall cause the necessary demands to be drawn upon the Fund.

. . .
. . .
. . .

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

ELIAS MARTINEZ, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

3-24-92
James K. Hahn, City Attorney

By John F. Haggerty
JOHN F. HAGGERTY
Assistant City Attorney

File No. _____

TRANSMITTAL 2

CALIFORNIA ENVIRONMENTAL QUALITY ACT NEGATIVE DECLARATION

(Article V — City CEQA Guidelines)

DOCUMENT FILED
 City Clerk's Office
 No: SBO01-92
 Certified by MS
 Date: JAN 03 1992

LEAD CITY AGENCY Department of Public Works - Bureau of Sanitation		COUNCIL DISTRICT ALL
PROJECT TITLE Mobile Household Hazardous Waste Collection Program		CASE NO.
PROJECT LOCATION Greater Los Angeles Area		
PROJECT DESCRIPTION: Operation of a Mobile Household Hazardous Waste Collection Vehicle at approximately twenty-four (24) locations throughout the City of Los Angeles over a twelve (12) month period to provide citizens with a legal means of disposing of their household hazardous waste.		
NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY		

FINDING:

▶ The DEPARTMENT OF PUBLIC WORKS, BUREAU OF SANITATION of the City of Los Angeles has determined that this project will not have a significant effect on the environment for the following reasons:

1. In accordance with the California Environmental Quality Act (Section 21081.6), mitigation measures have been included in the attached Initial Study. The Dept. of Public Works, Bureau of Sanitation will monitor Compliance with the program Specifications.
2. The overall impact of the program will be beneficial in that Household Hazardous Waste will be diverted and properly handled and will not enter the environment through disposal in landfills or illegal dumping.

▶ SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

"Any written objections received during the public review period are attached together with the responses of the Lead City Agency."

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM Jim Burman	TITLE Sanitary Engineering Assoc	TELEPHONE NUMBER I 893-8512
ADDRESS 419 S. Spring St., Ste. 800 Los Angeles, CA 90013	SIGNATURE (Official) <i>Jim Burman</i>	DATE 1-16-92

CITY OF LOS ANGELES

CALIFORNIA



TOM BRADLEY
MAYOR

BOARD OF
PUBLIC WORKS

COMMISSIONERS

FELICIA MARCUS
PRESIDENT
DENNIS N. NISHIKAWA
VICE-PRESIDENT
PERCY DURAN III
PRESIDENT PRO-TEMPORE
JOHN W. MURRAY, JR.
M. E. "RED" MARTINEZ

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

DELWIN A. BIAGI
DIRECTOR
HARRY M. SIZEMORE
ROBERT M. ALPERN
JOHN T. CROSSE
SAM FURUTA
MICHAEL M. MILLER
ASSISTANT DIRECTORS
SUITE 1400, CITY HALL EAST
200 NORTH MAIN STREET
LOS ANGELES, CA 90012
(213) 485-5112
FAX No. (213) 626-5514

TO WHOM IT MAY CONCERN:

JANUARY 15, 1992

MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

Enclosed for your review and comment is a copy of the Negative Declaration for the Mobile Household Hazardous Waste Collection Program prepared in accordance with the California Environmental Quality Act of 1970.

This Negative Declaration is being made available to the public for a review period of 30 days. Any review comments you may have should be received in our office not later than 30 days from the date of this letter, so that they may be considered in our evaluation and preparation of the final Negative Declaration.

If you have any questions regarding the Negative Declaration, please contact Mr. Jim Burman at 213-893-8512.

Drew B. Sones, Manager
Recycling and Waste Reduction Division

Encl.: Negative Declaration
Siting Guidelines
Typical Site Map

JB/jbl/gm

MOBILE HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM

SUMMARY

Revised: January 8, 1992

The Bureau of Sanitation will introduce a Mobile Household Hazardous Waste Collection Facility (MHCF) in fiscal year 92/93. This summary describes in general the type of waste the facility is scheduled to collect and the operation procedures of the facility.

Household Hazardous Waste (HHW) includes: paint and paint-related products, used motor oil, pesticides and herbicides, cleaning products, pool chemicals, auto batteries, spray cans and cosmetics. These materials may be flammable, corrosive, reactive, or toxic. Federal and State laws dictate that these materials must be collected separately to prevent them from entering the environment through disposal in landfills, storm drains, or illegal dumping.

A breakdown of the type of HHW collected by the Bureau for the first seven roundup collection events in 1991 is shown in the attached table. These collections served approximately 10,000 residents.

This information reveals that the majority (79%) of HHW handled by the Bureau of Sanitation is Used Motor Oil, Paint and Paint-related materials. The Bureau is actively seeking to promote the recycling and reuse of these materials by developing relationships with paint and oil recyclers.

The MHCF will consist of an office trailer, an equipment storage trailer and trucks. Sanitation has divided the City into 24 geographic areas for locating the Mobile HHW collection facility on an annual basis. This program will coordinate with the proposed County program. Every two weeks the mobile unit will be relocated to a different site within the City and the facility will be open to the public each week on Thursdays and Fridays from 12:00 Noon to 7:00 pm and Saturdays from 10:00 am to 5:00 pm. Other operating days or hours may be used if needed in some areas of the City.

On-site safety equipment includes, fire extinguishers, eye washes, showers, respirators, protective clothing and respirators. Additional equipment includes spill absorbent and containment supplies, communications equipment and warning systems. During foul weather tarp coverings may be used to cover the hazardous waste handling area.

Personnel working at the MHCF will be specially trained for handling hazardous waste. These individuals must meet 40 hour OSHA requirements covering handling, packing, transportation, personal protective equipment and emergency response for hazardous waste. Other additional training as required by state and federal regulations will also be provided on an as needed basis.

Operations consist of placing fifteen (15) mil visqueen over asphalt and concrete surfaces underneath hazardous waste handling operations. Tables, drums, and containers are situated in preparation to receive a variety of hazard classifications and prevent incompatible mixing. Non-hazardous waste containers are also present for disposal of rubbish. Setup for collections occurs usually one day prior to the event.

Residents arriving at a collection event remain in their vehicles and are directed to an unloading station. While the resident remains in their vehicle waste is unloaded and transported to a table for segregation. Residents leave after unloading as directed by operations personnel. After segregation, wastes are inventoried and lab-packed according to Federal and State regulations for transport to a hazardous waste management facility. Used motor oil and paint can be bulked into larger containers for later transport and recycling. Each night all hazardous waste, except paint and oil prepared for recycling, is removed to a hazardous waste management facility.

Once collections are concluded at a location, all hazardous waste is removed to a hazardous waste management facility. All materials are removed from the site and the facility is relocated to a new address for collection operation. Typical site locations include parking lots associated with governmental facilities, community colleges, or private facilities such as shopping centers.

File: HWO-1.GPI.1-2-1

HOUSEHOLD HAZARDOUS WASTE
COLLECTED MATERIAL CLASSIFICATION
(Collected February - September 91)

MATERIAL TYPE	PERCENT by Wt.
<hr/>	
Flammable /Combustible	
Paint:	
Latex	17.1
<u>Solvent Based</u>	<u>33.6</u>
Total Paint	50.7
Motor Oil	24.7
Solvents Thinners Stains	3.8
Aerosols	2.4
<u>Other Flammable</u>	<u>5.5</u>
Subtotal Flammable/Combustible	87.1
Pesticides/Herbicides	2.2
Corrosives (Acids/Bases)	2.0
Oxidizers	0.4
Miscellaneous	
Auto Batteries	2.6
Asbestos	0.8
<u>Other</u>	<u>4.9</u>
Subtotal Miscellaneous	8.3
TOTAL	100.0

NEGATIVE DECLARATION

SB-001-92 Mobile Household Hazardous Waste Collection Program. Operation of a Mobile Household Hazardous Waste Collection Facility at a minimum of twenty-four (24) locations throughout the City of Los Angeles annually, to provide citizens with a legal means of disposing of their household hazardous waste. The mobile facility will consist of an office trailer together with a hazcatting laboratory, restrooms, and storage for materials and supplies. City of Los Angeles, C.D.'s All, 893-8512

The Initial Study identified potentially significant effects, but the project will be revised (as a condition of approval of the project) so that the significant environmental effects are either avoided or mitigated to a point where clearly no significant effects would occur. (CEQA Guidelines Sections 15070 through 15074)

INITIAL STUDY

(Prepared pursuant to the Local Procedures for the Implementation of the California Environmental Quality Act (CEQA) as adopted by the City of Los Angeles)

- I. PROJECT TITLE: Mobile Household Hazardous Waste Collection Program
- II. FULL DESCRIPTION OF PROJECT: Operation of a Mobile Household Hazardous Waste Collection Vehicle at approximately twenty-four (24) locations throughout the City of Los Angeles annually to provide citizens with a legal means of disposing of their household hazardous waste.
- III. ENERGY USAGE OF PROJECT: Energy usage will be minimal and limited to the operation of the collection vehicle and appurtenant equipment.
- IV. EXACT LOCATION OF PROJECT: The Mobile HHW collection vehicle will be sited at various locations in and around the City of Los Angeles in conjunction with similar programs operated by Los Angeles County. Detailed information about sites used previously in association with the Temporary HHW round-up events may serve as an example of sites which may be considered. The Siting Guidelines for this Mobile Household Hazardous Waste Program accompanies this document and shall be used to evaluate sites deemed compatible with the needs of this program. Additional information describing specific sites will be furnished as sites are selected.
- V. PUBLIC AGENCIES WHICH MUST APPROVE, OR GIVE A PERMIT FOR THE PROJECT:

The State Department of Toxic Substance Control.
- VI. REASON FOR PROJECT: To provide a legal and safe means for citizens to dispose of their unwanted household toxic materials and to reduce the amount of hazardous material in the wastestream. Hazardous materials shall be defined by 40CFR 261.3 and exempted by being defined as household waste in section 40CFR 261.4(b) and as defined in the California code of Regulation, Title 26 Section 22-66261.3 and 22-66261.4.
- VII. COMPATIBILITY WITH ZONING AND PLANNING: The project is consistent with local zoning and general planning of the area.
- VIII. ENVIRONMENTAL SETTINGS OF PROJECT: The project is located in and around the urbanized areas of the City of Los Angeles.

IX. ENVIRONMENTAL EFFECTS OF PROJECT

YES MAYBE NO

- | | | | | | |
|----|--------------|---|-----|-----|-----|
| 1. | <u>EARTH</u> | Will the proposed project result in: | | | |
| | a) | Unstable earth conditions? | () | () | (x) |
| | b) | Changes in geological substructures? | () | () | (x) |
| | c) | Disruptions, displacements, compaction or overcovering of the soil? | () | () | (x) |
| | d) | Change in topography or ground surface relief features? | () | () | (x) |
| | e) | The destruction, covering or modification of any unique geologic or physical features? | () | () | (x) |
| | f) | Any increase in wind or water erosion of soils, either on or off the site. | () | () | (x) |
| | g) | Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay inlet or lake? | () | () | (x) |
| | h) | Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards? | () | () | (x) |
| 2. | <u>AIR</u> | Will the proposed project result in: | | | |
| | a) | Substantial air emissions? | () | () | (x) |
| | b) | Deterioration of ambient air quality? | () | () | (x) |
| | c) | A contribution to an existing or projected air quality violation? | () | () | (x) |
| | d) | The creation of objectionable odors? | () | (x) | () |

Due to the diverse character and make-up of the collected Household Hazardous Waste, the possibility of localized emission of odors exists. Preventative measures consist of immediate identification, containment and lab packaging of all potentially odorous materials.

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

e) Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? () () (x)

3. WATER Will the proposed project result in:

a) Changes in currents, or the course or direction of water movements, in either marine or fresh waters? () () (x)

b) Changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff? () () (x)

c) Alterations to the course or flow of flood waters? () () (x)

d) Change in the amount of surface water in any water body? () () (x)

e) Discharge into surface waters? () () (x)

f) Alteration of surface water quality, including but not limited to, temperature, dissolved oxygen or turbidity? () () (x)

g) Alteration of the direction or rate of flow of ground waters? () () (x)

h) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? () () (x)

i) Substantial reduction in the amount of water otherwise available for public water supplies? () () (x)

j) Exposure of people or property to water related hazards, such as flooding or tidal waves? () () (x)

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

4. PLANT LIFE Will the proposed project result in:

- | | | | | |
|----|---|-----|-----|-----|
| a) | Change in the diversity of species, or number of species of any plants (including trees, shrubs, grass, crops, and aquatic plants)? | () | () | (x) |
| b) | Reduction of the numbers of any unique, rare or endangered species of plants? | () | () | (x) |
| c) | Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species? | () | () | (x) |
| d) | Reduction in acreage of any agricultural crop? | () | () | (x) |

5. ANIMAL LIFE Will the proposed project result in:

- | | | | | |
|----|---|-----|-----|-----|
| a) | Change in the diversity of species, or number of species of any birds, land animals, reptiles, fish, shellfish, benthic organisms or insects? | () | () | (x) |
| b) | Reduction of the numbers of any unique, rare or endangered species of birds, land animals, reptiles, fish, shellfish, benthic organisms or insects? | () | () | (x) |
| c) | Introduction of new species of birds, land animals, reptiles, fish, shellfish, benthic organisms or insects? | () | () | (x) |
| d) | Deterioration to, or reduction of, the habitats of birds, land animals, reptiles, fish, shellfish, benthic organisms or insects? | () | () | (x) |
| e) | Interfere significantly with the movement of any resident or migratory species of birds, land animals, reptiles, fish, shellfish, benthic organisms or insects? | () | () | (x) |

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

6. NOISE Will the proposed project result in:

a) Increases in existing noise levels? () (x) ()

The use of generators, trucks and other such equipment is necessary to operate the proposed facility. This equipment shall operated on an "as needed" basis only. Noise levels associated with this type of equipment may exceed comfortable levels for short durations. Noise shields and mufflers will be used as required, to reduce noise levels above acceptable thresholds.

b) Exposure of people to severe noise? () () (x)

7. LIGHTS AND GLARE Will the proposed project produce new light or glare? () (x) ()

Operations may extend beyond normal daylight hours. Outdoor activities conducted after sundown require the use of outdoor lighting. Standard lighting systems for this type of activity shall be used and the focus limited to the areas requiring illumination. Security lighting shall be provided and maintained.

8. Will the proposed project result in a substantial alteration of the present or planned land use of an area? () () (x)

Will the proposed project conflict with:

a) Adopted environmental plans and goals of the community where it is located? () () (x)

b) Applicable city or county adopted general plans for the area? () () (x)

9. NATURAL RESOURCES Will the proposed project result in:

a) Increase in the rate of use of any natural resources? () () (x)

b) Substantial depletion of any nonrenewable natural resource? () () (x)

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

- b) Effects on existing parking facilities, or demand for new parking? () (x) ()

The Siting Guidelines shall address this item in more detail for specific sites. In general, the possibility of decreased parking capacity exists when the Mobile Household Hazardous Waste Vehicle occupies an existing parking lot or parking facility. The utmost attention shall be given to relocate these displaced vehicles in order that no inconvenience, such as increased traffic loading, shall be supported by the surrounding community.

- c) Substantial impact upon existing transportation systems? () () (x)
- d) Alterations to present patterns of circulation or movement of people and/or goods? () () (x)
- e) Alteration to waterborne, rail or air traffic? () () (x)
- f) Increase in traffic hazards to motor vehicles, bicyclists or pedestrians? () () (x)
- 14. PUBLIC SERVICES Will the proposed project have an effect upon, or result in a need for new or altered governmental services? () () (x)
- 15. ENERGY Will the proposed project either result in or encourage:
 - a) Use of substantial amounts of fuel or energy? () () (x)
 - b) Substantial increase in demand upon existing sources of energy? () () (x)
 - c) A requirement for the development of new sources of energy? () () (x)
- 16. UTILITIES Will the proposed project result in a need for new systems of, or substantial alterations to, the following utilities:
 - a) Power or natural gas? () () (x)
 - b) Communications systems? () () (x)

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

- | | | | | |
|-----|---|-----|-----|-----|
| c) | Water? | () | () | (x) |
| d) | Sewer or septic tanks? | () | () | (x) |
| e) | Storm water drainage? | () | () | (x) |
| f) | Solid waste and disposal? | () | () | (x) |
| 17. | <u>HUMAN HEALTH</u> Will the proposed project result in: | | | |
| a) | Creation of any health hazard or potential health hazard (excluding mental health)? | () | () | (x) |
| b) | Exposure of people to potential health hazards? | () | (x) | () |

Hazardous materials presently in homes will be collected by trained personnel at the site. The Contractor's personnel will be required to wear proper protective equipment. All employees shall receive hazardous waste training in accordance with State and Federal guidelines. Traffic will be diverted from areas where completely packed drums are stored. No hazardous materials will remain on the site at the conclusion of collection and waste packaging activities.

- | | | | | |
|-----|---|-----|-----|-----|
| 18. | <u>AESTHETICS</u> Will the proposed project result in: | | | |
| a) | The obstruction of any scenic vista or view open to the public? | () | () | (x) |
| b) | The creation of an aesthetically offensive site open to public view? | () | () | (x) |
| c) | The destruction of a stand of trees, a rock outcropping or other locally recognized desirable aesthetic natural features? | () | () | (x) |
| d) | Any negative aesthetic effect? | () | () | (x) |
| 19. | <u>RECREATION</u> Will the proposed project result in an impact upon the quality or quantity of existing recreational opportunities? | () | () | (x) |
| 20. | <u>ARCHAEOLOGICAL/HISTORICAL</u> Will the proposed project result in an alteration of a significant archaeological, historical, paleontological or cultural site, structure, object, or building? | () | () | (x) |

IX. ENVIRONMENTAL EFFECTS OF PROJECT (continued)

YES MAYBE NO

21. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|----|--|-----|-----|-----|
| a) | Does the proposed project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | () | () | (x) |
| b) | Does the proposed project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? | () | () | (x) |
| c) | Does the proposed project have impacts, which are individually limited but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.) | () | () | (x) |
| d) | Does the proposed project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | () | () | (x) |

X. MITIGATION MEASURES: An explanation of the effects on the checklist contained under Part IX above to which a "yes" or "Maybe" answer was given and the measures, if any, which can be taken by the Districts to mitigate adverse impacts of such effects are listed below.

2d. Due to the diverse character and make-up of the collected Household Hazardous Waste, the possibility of localized emission of odors exists. Preventative measures consist of immediate identification, containment and lab packaging of all potentially odorous materials.

6a. The use of generators, trucks and other such equipment is necessary to operate the proposed facility. This equipment shall operated on an "as needed" basis only. Noise levels associated with this type of equipment may exceed comfortable levels for short durations. Noise shields and mufflers will be used as required, to reduce noise levels above acceptable thresholds.

7. Operations may extend beyond normal daylight hours. Outdoor activities conducted after sundown require the use of outdoor lighting. Standard lighting systems for this type of activity shall be used and the focus limited to the areas requiring illumination: Security lighting shall be provided and maintained.

10. The project will entail collecting hazardous materials from households. Only qualified licensed contractors will be retained to categorize the materials to assure compatibility in packaging, transportation, and disposal. An operations plan will be submitted to the State Department of Toxic Substance Control. The contractor will have the capability to clean up spills of hazardous materials, should any occur.

13a. It is anticipated that as many as several hundred private vehicles could be served over the (approximately) two week period that the Mobile Household Hazardous Waste collection vehicle is at each site. Most of these private vehicles will originate from within a five mile radius of the site locations. Many of the sites already have significant traffic volumes, and the additional traffic resulting from a collection event would not be considered significant compared to current traffic conditions. Additionally, a series of traffic queuing lanes will be established on the collection site to moderate traffic flow as required.

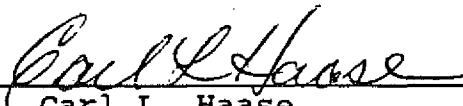
13b. The Siting Guidelines shall address this item in more detail for specific sites. In general, the possibility of decreased parking capacity exists when the Mobile Household Hazardous Waste Vehicle occupies an existing parking lot or parking facility. The utmost attention shall be given to relocate these displaced vehicles in order that no inconvenience, such as increased traffic loading, shall be supported by the surrounding community.

17b. Hazardous materials presently in homes will be collected by trained personnel at the site. The Contractor's personnel will be required to wear proper protective equipment. All employees shall receive hazardous waste training in accordance with State and Federal guidelines. Traffic will be diverted from areas where completely packed drums are stored. No hazardous materials will remain on the site at the conclusion of collection and waste packaging activities.

The California Environmental Quality Act (Public Resources Code, Section 21081.6) requires "a public agency to adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." The mitigation measures described above will be included in the specifications for this project. These specifications will be reviewed by the State Department of Toxic Substance Control. Hazardous materials crews will be on site in case of emergency.

XI. PUBLIC CONTROVERSY: None

Date: January 10, 1992



Carl L. Haase
Senior Sanitary Engineer
Mobile Household Hazardous Waste
Program

MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
SITING GUIDELINES

The following guidelines are to be used to select sites for the Mobile Household Hazardous Waste Collection Facility.

The selected site shall be approved by the respective City Council Office or applicable jurisdiction where the facility is intended to be located.

1) SITE LOCATION

Locations which will be given a high priority for siting the collection facility shall include the following:

- Federal, State, County, City, and other local government facilities
- Sports arenas
- Colleges and Universities
- Corporate facilities

The collection facility shall not impede the normal operation of the selected site. The collection facility shall be sited with regards to "sensitive" locations. Sensitive locations shall include the following:

- Hospitals
- Extended care facilities
- Elementary schools (while in session)
- Wetlands, nature preserves, and other environmentally sensitive areas

Distances from residences will be maximized in order to reduce the impact of the collection event on the adjacent residences.

2) PHYSICAL CHARACTERISTICS OF THE SITE

A) SIZE

The site shall be large enough to accommodate all of the necessary equipment, personnel, delivered hazardous waste, and vehicles for safe operation based on anticipated attendance. The waste handling area for a 400 car event shall not exceed 8,000 sq. ft. and a 800 car event shall not exceed 20,000 sq. ft.

B) BASE

The site shall have a continuous base for the receiving, handling and waste storage areas. The base material shall be of concrete or asphalt. The base shall be covered with at least 15 mil plastic or equivalent.

C) SLOPE

The slope of the site shall not be great enough to cause any hazards to the operation of the facility.

3) DRAINAGE

All runoff from the waste handling area is to be collected for treatment and disposal. This includes any spills, storm runoff and other sources of water which come in contact with the waste handling area.

The facility shall have a minimal number of discharge collection points (storm drains, sewer man-hole covers, flood control channels, etc.) . All of the discharge collection points are to be temporarily sealed and any surface flow which may come in contact with the waste handling area is to be diverted before the collection of hazardous waste commences.

In the event of inclement weather, the waste collection area shall be covered by tents or canopies.

4) NOISE

Restrict hours of operation to reduce noise impacts on the surrounding area.

Provide suitable enclosure for equipment which generate noise (generators, air compressors, etc).

Utilize existing utilities whenever possible to reduce noise from portable generators.

5) LIGHTS AND GLARE

The use of artificial lighting shall be restricted to the collection facility and shall be oriented so as to minimize the effects of glare on the surrounding area.

6) SITE SAFETY AND SECURITY

No site shall be chosen which has any existing conditions which would adversely impact site safety or security which can not be mitigated.

7) TRANSPORTATION\CIRCULATION

The site shall be easily accessed from major transportation routes. Ingress and egress shall not create major pedestrian or vehicular conflicts or disrupt the normal flow of traffic in the adjacent area. Ingress and egress from residential streets shall be restricted whenever possible.

The City shall provide traffic control into and out of the collection facility as required.

8) UTILITIES

All utilities necessary for the operation of the collection facility shall be provided. Whenever possible the existing utilities at the site shall be utilized. Utilities shall include electricity, water, and rest room facilities.

9) AESTHETICS

The facility shall be maintained in a neat and orderly fashion.

The facility shall be enclosed with modular fencing which will provide an aesthetically pleasing view of the facility.

Signs shall be provided which are modest, yet adequate to publicize the collection event. The size of the signs shall not exceed the side dimension of the mobile collection unit.

The mobile collection facility shall be located on the site so that it is readily visible from adjacent thoroughfares.

10) IMPACT MITIGATION

The operation of the Mobile Household Hazardous Waste Collection facility shall have negligible adverse impact on the surrounding area. It will be the responsibility of the City to operate the facility in a manner which will not adversely impact the surrounding area. The City shall take any and all measures required to mitigate the adverse impacts caused by the operation of the collection facility, some of which are as follows:

- A Contingency Plan, Operations Plan and Emergency Procedures shall be prepared for each site.
- All household hazardous waste will be transported from the site at the end of each day by a permitted hazardous waste transporter. An exception will be made for bulked recyclable materials which will remain on site. Recyclable material includes paint, used motor oil, antifreeze and batteries.
- Provide twenty-four hour security for the facility for as long as the facility is located at the site.
- Removal of any and all waste from the site once the collection event is closed. This includes any waste which may be left at the site after the collection facility has been removed from the premises.

Any site in which the adverse impacts can not be mitigated shall not be selected.

mev

TRANSMITTAL

0154-05489(B)

TO The Council	DATE MAR 19 1993	COUNCIL FILE No.
FROM The Mayor		COUNCIL DISTRICT

Transmitted for your consideration. See
City Administrative Officer report attached.

MAYOR
Anton Calleia

ANTON CALLEIA
Chief Executive Assistant
to the Mayor

Report From
CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

To The Mayor	Date 3-19-93	C.D No.	CAO File No. 0154-05489(B)
Reference Bureau of Sanitation report adopted by the Board of Public Works January 13, 1993; referred for report		Term Three Years	

Type of Document: New contract Amend. Other _____

Source of Funds
See Comments

Project Title

Parties
City; Greenfield Services Corporation
 Business headquarters address: 6964 La Place Court, Carlsbad, California 92008
Street City State Zip

Contract/Amendment Amount:
 Proposed amount \$ 10,000,000 + Prior award(s) \$ -- = Total \$ 10,000,000

Purpose of Contract/Amendment
 Mobile Household Hazardous Waste Collection Program

	Yes	No	N/A*		Yes	No	N/A*
1. Council has approved the purpose.	x			7. Contractor has complied with:			
2. Appropriated funds are available	x			A. Affirmative action program.	x		
3. City employees can perform the work.		x		B. Business tax requirements.	x		
4. Proposals have been requested.	x			C. Job training and employ. policy.	x		
5. Risk mgmt. review has been completed.	x			D. MBE / WBE policy.	x		
6. Contractor has a stated child care policy.	x			8. Form Gen. 15 (So. Africa) filed on:			<u>3</u> / <u>5</u> / <u>93</u>
Comments				9. City resident workforce:			<u>5</u> %

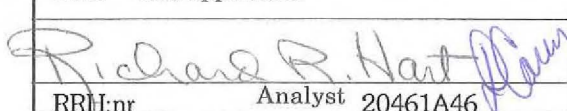
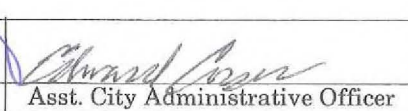
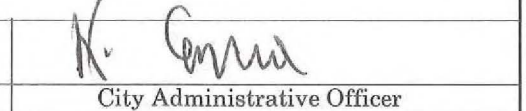
Background

In July 1985, the Council initiated a residential hazardous waste pilot project that included on-call collection and a Citywide public information campaign (C.F. 85-0466). In February 1988, the project was amended to provide for community household hazardous waste roundups (C.F. 85-0466 S3&5) with 28 having been conducted through 1992. In January 1991, the Council (C.F. 87-0256) approved a five year Conditional Use Permit for operation of the Lopez Canyon Landfill including ten household hazardous waste roundups per year until a permanent program is established.

In March 1991, the Council (C.F. 90-1910 S4) approved a household hazardous waste strategy which included in concept a mobile collection program and a pilot collection facility pending development of a permanent collection program; and, instructed the Bureau of Sanitation to immediately prepare and release a Request for Proposals for a mobile collection program and report back to Council with cost comparisons to the current roundups and the proposed collection facility.

(Comments continued)

*N/A = Not applicable

 RRH:nr Analyst 20461A46	 Asst. City Administrative Officer	 City Administrative Officer
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Selection Process

In April 1991, the Bureau released a Request for Proposals (RFP) for operation of a Mobile Household Hazardous Waste Collection Program to over 60 companies involved in handling hazardous waste. Advertisements were also placed in two trade journals and a local newspaper. Significant provisions of the RFP included the design and construction of a Mobile Household Hazardous Waste Collection Facility (MHCF); operations of the MHCF, including accepting, segregating, packaging, transporting and disposing of household hazardous waste in compliance with local, State and federal regulations; and, optional support services, including operation of a pilot fixed collection facility, training for City employees to manage a household hazardous waste program, public education and publicity.

Seven proposals were received; one proposer was eliminated as non-responsive. The remaining six proposers were invited to make oral presentations to a five-member selection panel consisting of representatives from the Bureau of Sanitation, Department of Environmental Affairs and the Solid Waste Citizens Advisory Group. Rating criteria consisted of Approach to Work (25 percent), Technical Competence (25 percent), Past Performance (20 percent), Recycling/Reuse and Cost (20 percent) and MBE/WBE Participation (pass/fail providing 10 percent).

Greenfield Services Corporation (GSC) was the highest rated proposer. The Bureau reports that significant factors in GSC receiving the highest rating include extensive knowledge of household hazardous waste collection events, with 117 such events conducted in the past year; past performance for the City and other surrounding communities with references rating GSC as being responsive to community needs and delivering the services promised; strategy for work performance, including owning a hazardous waste treatment and storage facility located in San Diego County which provides immediate consolidation, treatment and/or disposal of material; and, personnel assigned to the project, including the project manager, who has extensive experience with hazardous waste collection.

Proposed Contract

The proposed Contract provides for GSC to develop a Mobile Household Hazardous Waste Collection Facility and perform household hazardous waste operations, including collection, identification, segregation, transfer, recycling, storage, disposal, and reduction; and, support services including collection site selection, permit development, project management, training, and publicity.

The mobile facility is comprised of a tractor-trailer combination to transport equipment and supplies from one collection event location to another. One trailer will be utilized as an office and for storage of safety, first aid, personal protective and lab test equipment and two other trailers and related equipment for transporting household hazardous waste.

The Contract provides for a minimum of ten and a maximum of 48 collection locations per year with a minimum of one day and a maximum of eight days per location. The Bureau anticipates 24 locations per year, six days per location over a two week period, and four hours per day of operation. The Bureau also estimates that it will take approximately six months to procure the equipment and implement the Mobile Program. Siting criteria guidelines are detailed in the Contract but basically require approval by the respective City Council Office.

(Comments continued)

The Contract also contains an option for GSC to operate a pilot fixed collection facility. The Bureau reports that substantial savings can be achieved by the City, rather than a contractor, eventually operating a fixed facility for packing and transporting the hazardous waste.

The Contract provides a rate schedule valid through November 1994 containing fees for mobilization and setup at each location, staffing, waste transportation, treatment and disposal. Also included is the acquisition of approximately \$437,000 in tractor-trailer and other transportation and office equipment including maintenance, insurance, registration, licenses and fuel. The Contract provides that the equipment may be paid in lump sum or financed over the term of the Contract.

The Bureau estimates that Contract costs will be approximately \$4 million annually with a maximum expenditure of \$10 million over the three year term. Costs will vary depending on participation and amount of waste received and may necessitate an amendment to increase the cost ceiling. The Contract also provides that the City liability shall be limited to the extent of the present appropriation to fund the Contract. The City may terminate the Contract with 30-days notice.

Contract Cost Comparison

	<u>Mobile Program</u> (\$ Million)	<u>Roundups</u> (\$ Million)
Disposal	\$ 2.0	\$ 2.0
Labor	1.2	.9
Transportation	.3	.1
Equipment	.2	--
Misc. Expense	<u>.3</u>	<u>.3</u>
Total	<u>\$ 4.0</u>	<u>\$ 3.3</u>

Contract costs based on the 1992 calendar year for the current ten one-day Roundups was approximately \$2.9 million. As indicated above, continuing the Roundups under a new contract with GSC would cost approximately \$3.3 million per year. The Bureau reports that most of the increase is for Contract labor costs due to State and federal mandated training in handling household hazardous waste materials.

As also indicated above, annual GSC Contract costs for ten one-day Roundups are estimated at approximately \$3.3 million, as compared to 24 six-day events at approximately \$4 million under the Mobile Program. These estimates are based on similar participation of approximately 18,000 cars disposing of about 1.5 million pounds of household hazardous waste. Total hours of availability to the public are 60 hours for the Roundups (ten days at six hours per day) and 576 hours for the Mobile Program (144 days at four hours per day). The Mobile Program will average about thirteen Contract personnel per day as compared to about 160 Contract personnel per day for the Roundups.

The Mobile Program includes increased labor costs due to an estimated increase in annual staffing requirements from 13,000 hours to 15,000 hours. Transportation or haul costs are increased slightly as there will be more days of operation and for increased safety the more hazardous material will be transported daily from the collection site to a permitted disposal site. Transportation and other equipment is financed at the rate of \$174,000 per year or \$523,000 over the three year term of the Contract.

(Comments continued)

Equipment costs may be paid in full at any time to avoid future financing costs. The equipment becomes the property of the City at the end of the Contract unless paid sooner.

Funding

The 1992-93 Budget provides \$2.5 million for funding of Roundup Contracts, with State grant funds and private contributions providing supplemental revenue. The City share of the Roundups is financed by \$625,000 each from the Stormwater Pollution Abatement Fund and the Sewer Construction and Maintenance Fund and \$1,250,000 from the General Fund. Funding for the Mobile Program will be provided in subsequent budgets.

Currently under review by this Office is a proposal by the Bureau of Sanitation to replace General Fund revenue with a new source of revenue from Los Angeles County. The Bureau and the County propose to share in fees paid by landfill operators in the County to finance household hazardous waste programs. It is estimated the City will receive approximately \$2 million per year from this source. A report will be transmitted to the Mayor and Council in the immediate future.

Miscellaneous Provisions

The proposed Contract has been reviewed and approved by the City Attorney and the City Risk Manager. The Personnel Department has determined that while there are Civil Service classifications which can do the work, City employees cannot perform the work because the City does not have the necessary permits. The Bureau advises that it would take the City approximately four years to obtain the necessary permits which GSC currently possesses. GSC has complied with City requirements for business tax, child care, Affirmative Action, South Africa business connection and Job Training and Employment Policy. GSC has no South Africa business connections.

GSC is headquartered in Carlsbad, California and 5 percent of the workforce reside in the City.

MBE/WBE participation is approximately 26 percent and 5 percent, respectively, based on that portion of the Contract for which there are qualified MBE/WBE subcontractors. The Bureau advises that approximately two-thirds of the Contract is for hazardous waste transportation and disposal for which there are no qualified MBE/WBE subcontractors. MBE firms include Aramey Services Inc. for security services (\$25,000-2.8 percent), Frank's Disposal for non-hazardous waste disposal service (\$15,600-1.8 percent), West L.A. Personnel for non-technical labor (\$283,000-21.1 percent). WBE participation is provided by PDQ Personnel Services for non-technical labor (\$40,000-4.6 percent).

RECOMMENDATION

That the Mayor and Council authorize the Board of Public Works to execute a Contract with Greenfield Services Corporation for a Mobile Household Hazardous Waste Collection Program.

CITY OF LOS ANGELES
CALIFORNIA

BOARD OF PUBLIC WORKS
MEMBERS

FELICIA MARCUS
PRESIDENT
485-3376
DENNIS N. NISHIKAWA
VICE-PRESIDENT
485-3379
PERCY DURAN III
PRESIDENT PRO-TEMPORE
485-3377
M. E. "RED" MARTINEZ
485-3375
JOHN W. MURRAY, JR.
485-3378



TOM BRADLEY
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS
ROOM 353, CITY HALL
LOS ANGELES, CA 90012
JAMES A. GIBSON
SECRETARY
GENERAL INFORMATION
485-3381

January 13, 1993

#1 SAN/IPW

Mayor Tom Bradley
Room No. 305
City Hall

Attn: Anton Calleia ✓

Subject: AUTHORITY TO EXECUTE A PERSONAL SERVICES CONTRACT WITH GREENFIELD SERVICES CORPORATION FOR THE MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests your review, approval, and authorization for the President or two Members of this Board to execute the personal services contract with Greenfield Services Corporation for the design, fabrication, and two years of operation of the Mobile Household Hazardous Waste Collection Program, for the reasons set forth in the report.

The estimated annual cost of the Mobile HHW collection program is \$3.8 million including publicity and City HHW staff salaries. Funding has been approved in the 1992-93 fiscal year budget to finance operation of the Mobile HHW collection program.

Respectfully yours,

James A. Gibson
for James A. Gibson
Secretary
Board of Public Works

JAG:cg

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MAYOR
ANTON CALLEIA
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JANUARY 13, 1993

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JAN 13 1993


Secretary

AUTHORITY TO EXECUTE A PERSONAL SERVICES CONTRACT WITH GREENFIELD SERVICES CORPORATION FOR THE MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor requesting the Board be authorized to execute this personal services contract with Greenfield Services Corporation for the Mobile Household Hazardous Waste Collection Program.
2. Upon authorization from the Mayor, the President, or two members of the Board of Public Works, will execute the contract.
3. Return executed contracts to the Bureau of Sanitation for further processing (contact Board Report Section on Extension 5-5746 for pick-up).

TRANSMITTALS

1. Bureau of Sanitation/Bureau of Contract Administration/Bureau of Management Employee Services Joint Board Report No. 1, dated November 8, 1991.
2. Two (2) copies of the proposed contract between the City of Los Angeles and Greenfield Services Corporation. Originals will be delivered to the Board Office when the Board Report Section (ext. 5-5746) is notified that the contract is ready for execution.

DISCUSSION

Background

The City Council on March 13, 1991 (Council File No.90-1910-S4) approved a Mobile Household Hazardous Waste (HHW) Collection Program. The mobile program will initiate the City's first continuous HHW collection program.

On April 10, 1991 the Bureau of Sanitation issued the Request for Proposal (RFP) for the Operation of a Mobile Household Hazardous Waste Collection Program. A pre-proposal meeting was held for interested parties on May 1, 1991. During the pre-proposal period two addendums were issued regarding questions raised at the pre-proposal meeting and questions sent by mail to the Bureau of Sanitation. The last addendum extended the proposal due date to July 10, 1991. Seven proposals were received on the due date.

The RFP requested proposers to submit a proposal addressing the design, construction, and operation of a Mobile Household Hazardous Waste Collection Facility (MHCF). The requested operations included accepting, segregating,

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JANUARY 13, 1993

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packaging, transporting and disposing of household hazardous waste (HHW) in compliance with local, state, and federal regulations. Additional support services were also requested in the RFP in the form of three options. The three options were: (1) operation of a pilot fixed HHW collection facility (PHCF); (2) training for City employees to manage HHW, and (3) public education and publicity for the MHCFC.

Seven proposals were received by the Bureau of Sanitation. One proposal was evaluated as being non-responsive because the MBE/WBE Good Faith Effort was not included and other requested information was not submitted. The remaining six proposers were invited to make oral presentations to the review panel.

Following the evaluation of the written and oral presentations of the six proposals, and concurring with recommendations of staff, the Board authorized the Director of the Bureau of Sanitation to negotiate a contract with Greenfield Services Corporation, the highest rated proposer on November 8, 1991 (Transmittal No. 1).

The Bureau of Sanitation has completed contract negotiations and is submitting the contract agreement (Transmittal No. 2) for approval and execution.

Greenfield Services Corporation is well qualified to perform the Mobile Household Hazardous Waste Program. Key factors indicating their capability to perform the contract are:

1. Extensive knowledge of household hazardous waste collection events. (Greenfield conducted 117 events in the past year which include both temporary and permanent facility collections.)
2. Past performance for the City and other surrounding communities. (Greenfield has been rated by its references as being responsive to community needs and delivering the service the company promised to deliver.)
3. Strategy for work performance. (Greenfield has a hazardous waste treatment and storage facility located in San Diego County which provides immediate consolidation, treatment, and/or disposal of material. This facility is permitted to handle most hazardous wastes received at a HHW collection event.)
4. Personnel assigned to the project. (The Program manager assigned by Greenfield to this project has extensive experience dealing with hazardous waste, lab packs, and household hazardous waste. This person will also be spending significant time at the City's collection events.)

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JANUARY 13, 1993

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Greenfield will be responsible for providing all facilities, equipment, supplies, and services to implement a mobile HHW collection program for the City. All equipment purchased by Greenfield to operate the MHCF under the contract will become the property of the City at the termination of the contract.

Mobile collection events are proposed to be held for three days per week for two weeks at 24 different collection locations annually in the City. Greenfield will be required to provide all labor and materials for proper identification, separation, handling, lab-packing, storage and transport to treatment, recycling, re-use or disposal facilities for HHW. (Greenfield will be required to transport household hazardous waste only to City approved hazardous waste facilities.) The Mobile program is scheduled to begin operation in early 1993.

Compliance with Mayor's Executive Directive 1-C

The Department of Public Works has established the following MBE/WBE/OBE goals for this contract: MBE: 18% WBE 4% OBE 0%. Documentation has been provided by the company that good faith efforts were made to include MBE/WBE/OBE firms in this contract. The documents have been reviewed and approved by the Office of Contract Compliance of the Bureau of Contract Administration.

The below listed MBE/WBE subcontractors have been noted by the Contractor for this project. The amounts and percentage of participation are based on an adjusted estimate of the annual cost of operating this program. The adjusted cost amount is based upon the City's estimated annual cost of operating the program minus the cost for disposal and transportation of hazardous waste. The adjusted cost amount was necessary in that there are no currently qualified MBE/WBE subcontractors available for disposal and transportation of hazardous waste. The annual estimated contract cost is \$2.6 million of which hazardous waste transportation and disposal represent 66.8%. The adjusted cost for MBE/WBE participation evaluation purposes is 33.2% or \$863,200.

The subcontractors for the Mobile program are as follows:

<u>MBE Firms:</u>	<u>Amount/Ethnicity</u>	<u>Adjusted %</u>
Aramey Services Inc. Security	\$25,000 Asian Pacific	2.98%
Frank's Disposal Non-hazardous waste disposal	\$15,600 Hispanic	1.81%
West L.A. Personnel Non-Technical Labor	\$183,000 Hispanic	21.20%

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BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
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Total MBE Participation	\$223,600	25.91%
<u>WBE Firms</u>		
PDQ Personnel Services	\$40,000	4.63%
	Caucasian	
Total WBE Participation	\$40,000	4.63%

The Office of Contract Compliance verified that the listed subcontractors are currently certified.

South Africa Contracting Ordinance

The company has no business connections in South Africa and has filed the revised Statement Regarding South Africa Business Connections with the City Administrative Officer.

Affirmative Action Plan

The company has an approved Affirmative Action Plan on file with the Office of Contract Compliance.

Insurance Requirements

When this contract is approved, the contractor will submit the required insurance forms to the Board of Public Works.

Business Tax Registration Certificate (BTRC)

The company's Business Tax Registration Certificate(BTRC) Number is 0788634-42.

Headquarters & Workforce Information

Greenfield Services Corporation is headquartered in 6964 La Place Court, Carlsbad, California 92008. Of the Contractor's 250 employees, 13 or 5% live within the City of Los Angeles.

Job Training and Partnership Act (JTPA) Declaration

The company has filed the JTPA declaration with the Community Development Department indicating that it has no positions available to hire any JTPA trainees. The company has documented its good faith attempts to provide job opportunities.

Child Care Policy

The company has filed a Child Care Policy Statement with the Personnel Department's City Child Care Coordinator.

City Charter Section 126 Determination

The Personnel Department has reviewed this contract for compliance to City

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JOINT BOARD REPORT NO. 1
JANUARY 13, 1993

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Charter Section 126 and has determined that contracting is in the best interest of the City.

Conflict of Interest Statement

Greenfield Services Corporation does not have any employees or company executives that are employees or officials of the City of Los Angeles.

Contract Management

This contract will be managed by the Recycling and Waste Reduction Division of the Bureau of Sanitation.

Environmental Documentation

A Negative Declaration has been prepared pursuant to the provisions of the California Environmental Quality Act (CEQA). Approval of the Negative Declaration and subsequent certification by the City Council is being requested in a separate report to your Board.

Mayor's Executive Directive No. 16

In compliance with Mayor's Executive Directive No. 16 and City Administrative Officer memo dated March 23, 1989, the Request for Proposal, Response to Proposal, mailing list and selection evaluation criteria will be provided to the City Administrative Officer to assist in its review of the proposed contract. This information was previously transmitted to the Board.

Funding History

HHW programs have been financed with the following funding sources: General Fund (Fund 100) 50%; Stormwater and Pollution Abatement Fund (Fund 511) 25%; and Sewer and Construction Maintenance Fund (Fund 760) 25%. These sources have totalled \$2.5 million per year. The Mobile program will provide a more convenient service with easier access to the public than the traditional one-day collection event or round-up. State law requires the City to provide a household hazardous waste collection program.

The County of Los Angeles has implemented a tipping fee surcharge at all landfills in the County to support HHW collection programs. The City is currently negotiating with the County to receive a share of the generated funds. This Countywide Solid Waste Management Fee will go to support the City's HHW program. It is anticipated that the City's share will be approximately \$2 million per year.

STATUS OF FINANCING

The estimated annual cost of the Mobile HHW collection program is \$3.8 million including publicity and City HHW staff salaries. Funding has been approved in

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JANUARY 13, 1993

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the 1992/93 fiscal year budget to finance operation of the Mobile HHW collection program as follows:

Wastewater Funds-Fund No. 760, Dept. 50, Account G282, 304-Contractual Services	\$ 625,000
Stormwater Funds-Fund No. 511, reimburses General Fund	\$ 625,000
General Fund-Fund No. 100, Dept. 82, Account 3040-Contractual Services	<u>\$1,250,000</u>
SUBTOTAL	\$2,500,000

Additional funding is anticipated in fiscal year 1992/93 for HHW collection programs from the following sources:

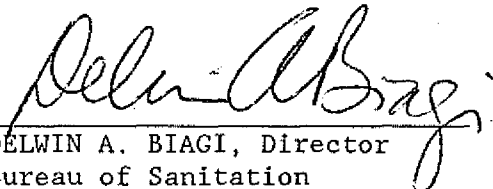
State Non-Discretionary Grant Awards-Fund No. 526, Dept 50, Account G282, 304-Contractual Services	350,000
Countywide Solid Waste Management fee (to be deposited in Fund 526, Dept 50 Account G282, 304-Contractual Services)	\$1,000,000
SUBTOTAL	<u>\$1,350,000</u>

Total HHW Program Funds Available: \$3,850,000

The Mobile HHW Collection Program is to begin operation in early 1993. Six month funding for this program from the above sources is available when this program begins collection operations.

(SGH CLH DBS MMM BO DTP JT)

Respectfully submitted,


DELWIN A. BIAGI, Director
Bureau of Sanitation

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

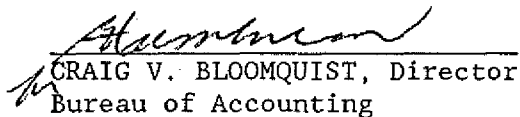


DAVID T. PETERSON, Program Manager
Office of Contract Compliance
Bureau of Contract Administration



C. BERNARD GILPIN, Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:



CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date 1-8-93

Prepared by:
Gregg Vandergriff, RWRD
893-8514

011393JTC-1

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND
GREENFIELD SERVICES CORPORATION**

TRANSMITTAL #2

INDEX TO
 AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
 GREENFIELD SERVICES CORPORATION
 FOR THE OPERATION OF A MOBILE
 HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
 (MHCF)

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AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

This Agreement, made and entered into this ____ day of _____, 1991, by and between the City of LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and Greenfield Services Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the AMENDED CONSENT DECREE of February 19, 1987 between the Environmental Protection Agency (EPA), the State of California, and the CITY mandates the collection of Household Hazardous Waste (HHW); and

WHEREAS, CALIFORNIA PUBLIC RESOURCES CODE, Section 41500 and CALIFORNIA STATE REGULATIONS, specifically Title 14, Section 18751.1, require the implementation and operation of HHW collection programs; and

WHEREAS, the CONDITIONAL USE PERMIT of LOPEZ CANYON LANDFILL, dated February 6, 1991, Council File 90-1910-S1, mandates the collection of HHW;

THEREFORE, the CITY has a need for contracting services to develop and implement a mobile household hazardous waste collection facility; and

WHEREAS, on April 10, 1991 with subsequent addendums to the RFP on May 20, and May 24, 1991, CITY requested qualified and interested parties to submit proposals to design, construct and operate a Mobile Household Hazardous Waste Collection Facility, and,

WHEREAS CONTRACTOR has submitted to CITY'S Bureau of Sanitation on July 10, 1991 a proposal dated July 10, 1991, for the design and operation of a Mobile Household Hazardous Waste Collection Facility at a series of Mobile Collection Events, which proposal was the highest rated and sets forth the tasks and costs to provide the City with an outstanding program; and,

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services, hereinafter referred to as "PROJECT SERVICES"; and

WHEREAS, PROJECT SERVICES shall include but not be limited to the development of a Mobile Household Hazardous Waste Collection Facility, and perform Household Hazardous Waste Collection operations such as collection, identification, segregation, transfer, recycling, storage, disposal, and reduction of Household Hazardous Wastes (HHW) which are received through the City's mobile collection program, and to provide support services such as collection site selection, permit development, project management, training, publicity and other related services as directed; and

WHEREAS, the implementation of these services are critical and must be retained ;and

WHEREAS, PROJECT SERVICES to be provided by CONTRACTOR are of an expert and technical nature and are temporary and of an unknown quantity in character; and

WHEREAS, CITY desires to retain CONTRACTOR to provide the required technical services in connection with the Project as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 - SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

ARTICLE 2 - DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

APPROPRIATELY PERMITTED: Refers to the permits required by local, state, and federal laws and regulations for a hazardous waste management facility, including recycling, recovery, storage, treatment, and disposal facilities. The nature of the facility and state regulations may determine the need for EPA part B, NPDES, POTW, Clean Air, CUP or zoning, Fire Dept. and other permits.

BOARD: The Board of Public Works of the City of Los Angeles.

BUREAU OF SANITATION: The Los Angeles City Bureau of Sanitation operating under the Board of Public Works.

CITY: The City of Los Angeles, Board of Public Works or its subordinate bureaus.

CITY PROGRAM MANAGER: The CITY designates the Bureau of Sanitation Recycling and Waste Reduction Division Manager as the person responsible for all purposes related to this contract.

CITY PROJECT MANAGER: The person designated in writing by the CITY PROGRAM MANAGER to act in his/her place.

CONTRACTOR PROGRAM MANAGER: CONTRACTOR designated representative for all purposes related to this contract.

CONTRACTOR PROJECT MANAGER: CONTRACTOR designated representative for supervision of all field/site/event development and operation.

DAYS: Unless otherwise designated any reference to days shall be calendar days.

EVENT: Hazardous waste collection operations that begin with mobilizing at a site and end with demobilization for relocation to the next site for further HHW collection. Each event shall be identified with an individual EPA ID number as defined in CCR Title 26 section 22-66260.10.

EXOTIC WASTE STREAM: Refers to any waste stream that would not normally be expected at a HHW collection event and that represents materials for which special licenses or procedures may be required for their management such as but not limited to explosives - Divisions 1.1, 1.2, and 1.3; poison gases - Division 2.3, poisons - Division 6.1, and Radioactives - Class 7.

HAZ-CAT: The determination of the DOT hazard classification or EPA characteristic of the hazardous waste by field chemical analysis methods.

HOT ZONE: That area designated by CONTRACTOR for segregating, storing, and labpacking HHW material.

HOUSEHOLD HAZARDOUS WASTE (HHW): Hazardous materials as defined by 40CFR 261.3 and exempted by being defined as household waste in section 40CFR 261.4(b) and as defined in Title 22 California Code of Regulations section 66261.3 and 66261.4.

LOAD CHECK: Household Hazardous Waste Exclusion Program operated at the Lopez Canyon Landfill.

MHCF: Mobile Household Hazardous Waste Collection Facility.

NOTICE TO PROCEED: Written notice by the CITY PROJECT MANAGER that this contract has been executed and signed by the proper representatives. The date written upon the Notice to Proceed shall be the date from which schedule activities predicated upon Notice to Proceed shall be counted.

PHCF: Pilot Fixed Household Hazardous Waste Collection Facility.

PROJECT: The design and operation of a mobile household hazardous waste collection program and related services.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR and/or providing services or materials to the CONTRACTOR.

TASK DIRECTIVE: A designated task defined in writing by the CITY'S PROJECT MANAGER directing the contractor to provide a service or product related to the project but not necessarily related to an event.

TSDF: A permitted hazardous waste management facility as defined by CCR Title 22 section 66260.10, for the purpose of treatment, storage, and/or disposal of hazardous waste.

UNACCEPTABLE WASTE(S): A waste received at a collection event that the CONTRACTOR may not transport to its primary TSDF. This can include but may not be limited to bio-hazardous, radioactive, and explosive wastes, dioxins, and PCB's

UNIT RATE: All prices for items listed in the rate schedule represent the total cost for that item including direct expenses, indirect costs, profit, overhead, all labor, equipment and materials. Unit rates will be used for purchase of all services, rental of equipment, labor, and materials. Where possible unit rates shall be used for Task Directives and Extra Work.

UNKNOWN WASTE(S): A waste received at a collection event that is not readily identifiable by labels or other identifying marks or does not appear the same as the container label indicates, and must be characterized by chemical analysis methods.

ARTICLE 3 - PROJECT DESCRIPTION

The project shall consist of the following:

1. The design and operation of a Mobile Household Hazardous Waste Collection Facility (MHCF).
2. The implementation, operation, and monitoring of the collection facility.
3. The CITY has specific tasks that will not be executed under this contract unless the CONTRACTOR is instructed to do so by a TASK DIRECTIVE (Exhibit A) issued by the CITY PROGRAM MANAGER. These items include:
 - a) Item (a) is the operation of a PHCF.
 - b) Item (b) is to train City personnel in the management of HHW in order that they may operate or assist in the operation of HHW collection and load check programs.
 - c) Item (c) is publicity and public education to support the MHCF program.
 - d) Item (d) is to provide supplies and equipment such as but not limited to drums, absorbent, labels, personal protection equipment, transportation equipment, drum handling equipment, inventory equipment, and services

such as but not limited to collection, segregation, identification, lab-packing, project management, transportation, and disposal in support of other City HHW collection programs. Each request will be an individual TASK DIRECTIVE.

3.1 GENERAL REQUIREMENTS

The CONTRACTOR shall provide the CITY with a MHCF according to a design submitted by the CONTRACTOR and approved by the CITY PROGRAM MANAGER. This facility shall be provided to the City according to the Rate Schedule shown in Exhibit B. Upon termination for any reason or expiration of the term of this Agreement the MHCF will become the property of the CITY. The CONTRACTOR shall operate this facility, each of the three (3) years of the contract, at a minimum of ten (10) locations and a maximum of Forty-eight (48) collection locations for a duration of a minimum of one (1) and maximum of eight (8) days per location. The CITY shall provide to the CONTRACTOR a schedule of the date of the EVENTS for the first six (6) months of collection operations thirty (30) days after NOTICE TO PROCEED. This schedule will define the duration of each event. In addition, one hundred-fifty (150) days prior to all subsequent events the CITY PROGRAM MANAGER will notify the CONTRACTOR in writing of the duration and general location of each subsequent event.

3.2 CONTRACTOR RESPONSIBILITIES

It will be the CONTRACTOR's responsibility to provide all facilities, equipment, supplies, and services to implement a mobile HHW collection program for the CITY. The CONTRACTOR will be required to provide all labor and materials for collection, proper identification, segregation, handling, lab-packing, storage and transport for treatment, recycling, re-use or disposal, for Household Hazardous Waste and to provide support services such as collection site selection, permit development, project management, training, publicity and other related services as agreed upon with the CITY PROGRAM MANAGER.

Work directly related to development of the MHCF and site location selection shall begin no later than ten days after the date written upon the letter of NOTICE TO PROCEED.

The services that the CONTRACTOR shall provide include but, may not be limited to the sections given below.

3.2.1 Mobile Household Hazardous Waste Collection Facility Design

The design of the MHCF shall incorporate the use of tractor-trailer combinations to transport all equipment and supplies from one collection event location to another. At least one trailer shall contain an office arrangement consisting of a computer workstation(s), copier, cellular telephones, cellular fax, filing cabinets, wash area,

storage lockers, and other work stations as required based on the planned operations of the facility. Equipment storage capacity should provide for the safe keeping of emergency response and first aid equipment, personal protective equipment, lab test equipment, and hazardous waste regulations library. Trailer(s) should be self-contained but capable of hooking up to standard utility receptacles. Tractor - trailer combinations should be of a length and arrangement to maneuver on restricted streets. Trailers should be of a neat and attractive appearance that blends with any community environment and provides a comfortable working environment.

The CONTRACTOR shall provide an appropriate preliminary design with renderings for the collection facility. The first set of drawings shall be due thirty (30) days after Notice to Proceed. The CITY PROGRAM MANAGER shall have thirty (30) days upon receipt to review this design after which comments shall be submitted to the CONTRACTOR for design revision. The CONTRACTOR shall resubmit the design with revisions incorporated within thirty (30) days of return by the CITY. In the event that further revisions are necessary another thirty (30) day review process will begin. CONTRACTOR shall not construct the MHCF prior to written approval by the CITY PROGRAM MANAGER. The CITY PROGRAM MANAGER shall approve the design in writing and authorize the CONTRACTOR to proceed with construction of the MHCF.

(a) Purchase/Lease Equipment Agreements

Any lease and purchase agreements implemented by the CONTRACTOR for the purpose of acquiring and operating the Mobile Facility shall be submitted to the CITY PROGRAM MANAGER for review prior to execution. All leases or purchase agreements entered into by the CONTRACTOR shall have the mobile facility equipment free of attachments and liens at the end of the term of this Agreement. Upon transfer of the equipment to the CITY, the CITY shall have clear and free title. The Mobile Facility equipment includes the necessary office equipment and emergency equipment stored on or in the vehicle. If the CONTRACTOR uses a third party to provide service or equipment to the CITY, it will be the sole responsibility of the CONTRACTOR to satisfy all claims or disputes with the third party. All billings and insurance documents must be from the CONTRACTOR and not from the third party.

(b) Warranty

At the time of transfer of ownership any unused warranty(s) is to be transferred to the CITY.

At the expiration of the Agreement, the facility and components shall be guaranteed by the CONTRACTOR for continued operational service for an additional ninety (90) days after the term of the Agreement.

(c) Safety and Vehicle Code

Any equipment or material furnished shall conform with the current safety code of the California Division of Industrial Safety and all OSHA requirements in effect at the time the facility is placed into service. All vehicles or equipment shall conform to the California vehicle code and all other federal, state and local governing requirements including hazardous waste vehicle certificates of compliance.

(d) Vehicle Licenses

Upon termination or expiration of this Agreement the CONTRACTOR shall make all necessary applications and complete all transfer papers including applying for exempt "E" license plates. License plates/Hard plates shall be installed on the vehicle at the time the vehicle is placed in service. Upon transfer to the CITY of the Mobile Facility, the registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed. (Use abbreviations exactly as shown):

Los Angeles City
C/O Purchasing Agent
555 Ramirez St., Space B-10
Los Angeles, CA 90012

(e) Maintenance and Service

Any routine and scheduled maintenance and/or mechanical repairs shall be performed by the CONTRACTOR to keep the equipment in first-class mechanical condition. The CONTRACTOR shall perform such work as required to the body to maintain the Mobile Facility as a neat and attractive unit. The CONTRACTOR shall provide all parts, labor, and consumables as to maintain and operate the vehicle during the term of the Agreement.

The CITY, its agents, or employees will not be responsible for loss of equipment by fire, flood, acts of God, or unlawful acts of a third party.

The CONTRACTOR shall provide to the CITY three (3) copies of all service manuals for the Mobile Facility and one copy of any owner's manual(s) for the equipment.

3.2.2 General Procedures Plans

Failure by the CONTRACTOR to have an approved general plan for any of the following procedures plans prior to collection operations shall be grounds for withholding of payments by the CITY PROGRAM MANAGER until the plans have been approved.

(a) Operations Plan

The CONTRACTOR will develop a General Operations Plan, as described below, applicable to all sites, that shall not require more than one day to mobilize and one day to demobilize. The CONTRACTOR shall submit the General Operations Plan thirty (30) days after NOTICE TO PROCEED. The CITY PROGRAM MANAGER shall have thirty (30) days upon receipt to review the General Operations Plan and then return the plan with comments to the CONTRACTOR. The CONTRACTOR shall resubmit the revised General Operations Plan within (30) days of return for another thirty (30) days of review by the CITY PROGRAM MANAGER. In the event that more revisions are necessary another thirty (30) day review and comment process will begin.

Once approved the General Operations Plan shall be revised as necessary for each EVENT to create a Site Operations Plan. Revisions shall be submitted sixty (60) days prior to an EVENT to the CITY PROGRAM MANAGER for review and approval. The CITY PROGRAM MANAGER shall have ten (10) days upon receipt to make comments and return the Site Operations Plan to the CONTRACTOR for the incorporation of comments. The Final Site Operations Plan shall be submitted by the CONTRACTOR forty-five (45) days prior to the EVENT to the CITY PROGRAM MANAGER.

The General and Site Operations Plan(s) shall include the following items:

- Mobilization and Demobilization Procedures
- Personnel Job Titles and Duties
- Waste handling procedures
(Including Recyclables identification and segregation for all waste materials including hazardous and non-hazardous wastes.)
 - Inventory
 - Lab Pack
 - Transport
- Inspections

- Site Clean-up
- Training
- Documentation

(b) Waste Sort and Segregation Plan

The CONTRACTOR shall prepare a Waste Sort and Segregation Plan in order to determine chemical hazard and compatibility for safe lab-packing and storage. This plan shall include the following information:

- Vehicle Unloading Procedures
 - Hazard identification
 - Material Type
- Screening Procedures
 - Information and Data References
 - Field Chemical Analysis Procedures and Equipment
- Safe Storage Methods.

The Waste Sort and Segregation Plan will follow the same review and approval procedure as detailed for the Operations Plan. This plan may be subject to revision at any time the CITY PROGRAM MANAGER finds that further revisions are necessary and will follow the same review process as shown under the Operations Plan.

(c) Contingency Plan

The CONTRACTOR shall prepare a General Contingency Plan as described in Title 22, Section 66264.52 of the California Code of Regulations. This plan shall also include such items as unexpected volumes of collection or participation, delays, weather, and traffic, as well as plans in the event of a hazardous waste spill at the site or in transit for the HHW collected. This plan shall follow the review and approval process as described for the Operations plan. This plan will be modified for each EVENT and reviewed as described under the Operations plan to develop a Site Contingency Plan. The CONTRACTOR shall coordinate with the CITY PROGRAM MANAGER the distribution of the Site Contingency Plan to local hospitals and other emergency response units.

(d) Site Identification Procedures Plan

The CONTRACTOR shall prepare a Site Identification Procedures Plan that details how the CONTRACTOR will select possible event site locations. This plan shall follow the review process as detailed for the review of the Operations Plan. The Site Identification Plan shall incorporate the Siting Guidelines shown in Exhibit C.

(e) Document Control Procedures

The CONTRACTOR shall prepare a Document Control Procedures Manual that will describe the handling and approval process for all documents related to operating and maintaining a hazardous waste management facility. Such documents shall include but not be limited to:

- Manifests and other transportation records
- Inspection Reports
- Training records
- Notices of violation
- Daily Reports
- Collection Results Reports
- Final Disposal Reports
- Invoices
- Task Directives or Extra Work

Procedures shall include recording the date of generation of the document, forwarding matrix, filing, and document location and retrieval.

3.2.3 Implementation

The CONTRACTOR shall not be required to meet siting identification requirements in Section 3.2.3 (a) for any EVENT scheduled less than one hundred-fifty (150) days from the date of NOTICE TO PROCEED.

The CONTRACTOR assumes responsibility for all services offered in the proposal whether or not directly or actually performed by the CONTRACTOR. Further, the CONTRACTOR PROGRAM MANAGER will be the sole point of contact for the CITY with regard to contractual matters.

The CONTRACTOR shall obtain all necessary permits and/or variances the CITY shall need to administer the program. Should the CONTRACTOR be restricted through regulation or law from obtaining a required permit/variance, the CONTRACTOR shall

prepare the documentation necessary for the CITY to obtain the permit. In the event that any site shall be required to have a land use permit for its use, the CITY shall obtain said permit by its own means.

The CONTRACTOR shall be required to review all Environmental Documentation written by the CITY to support this program. The CONTRACTOR shall conduct operations in accordance with the Environmental Documentation.

(a) Site Identification

The BUREAU OF SANITATION has identified twenty-four (24) geographic areas of the CITY in which the Mobile HHW Collection Facility will rotate on an annual basis. The CONTRACTOR shall operate this facility each contract year at a minimum of ten (10) and a maximum of forty-eight (48) collection locations for a duration of a minimum of one (1) and maximum of eight (8) days for each location. These areas may be increased or decreased by the CITY, but the number of geographic areas shall not exceed forty-eight (48). All operations of the Mobile Facility shall be no further than five (5) miles outside the boundaries of the CITY.

The CONTRACTOR will provide to the CITY PROGRAM MANAGER a list of at least four sites for each geographic location that meet the siting guidelines provided by the CITY (shown in Exhibit C) and according to the Site Identification procedures developed according to Section 3.2.1 (d). This list shall constitute the Site Selection List for the EVENT identified by scheduled collection date and geographic location. These sites must be available to the mobile facility for up to two weeks to collect HHW. The CONTRACTOR will do the initial screening and submit at least four possible sites for each geographical area. The CITY'S PROJECT MANAGER will review the possible sites and make the final site determination(s).

The CONTRACTOR shall submit the site selection list one hundred-twenty (120) days prior to an EVENT. The CITY shall have thirty (30) days upon receipt to review the selection list. In the event that all of these sites do not meet the guidelines established by the CITY (as shown in Exhibit C), the CITY shall have fourteen (14) days from the date of receipt of the Site Selection List to give written notification to the CONTRACTOR that the sites do not meet the Siting Guidelines and the CONTRACTOR shall then have seven (7) days from the date upon receipt and no more than fourteen (14) days from the date upon the notice, to provide sites that meet the guidelines. Should the CONTRACTOR fail to provide a site selection list ninety (90) days prior to an EVENT the CONTRACTOR may be assessed penalties as set forth in the Rate Schedule found in Exhibit B and according to the determination of the CITY PROGRAM MANAGER.

If the CITY rejects the sites for any reasons other than failure to meet the guidelines, the CITY shall be responsible to determine an EVENT location and to notify the

CONTRACTOR of said location sixty (60) days prior to the EVENT. The CONTRACTOR shall have ten (10) days to notify the CITY in writing if the site is unacceptable to the CONTRACTOR for a collection location.

In the event that the CONTRACTOR cannot find a site in a given geographic location, the CONTRACTOR shall provide documentation that it has investigated at least ten (10) possible sites with a minimum of 8,000 square feet paved surface area and been refused by the property owner or, the site does not otherwise meet the siting guidelines as shown in Exhibit C. Documentation shall be provided one hundred (100) days prior to an EVENT for which the CONTRACTOR cannot find a site location. Should the CITY concur with the CONTRACTOR or the CONTRACTOR and CITY not agree on an acceptable site seventy (70) days prior to an event, the CONTRACTOR and CITY shall meet to determine if an acceptable site can be found in a neighboring geographic location and HHW collections implemented for the geographic area.

The CITY PROGRAM MANAGER may unilaterally issue a written directive to the CONTRACTOR regarding collections for the geographic location and the CONTRACTOR shall comply with the directive. This directive shall be issued by the CITY PROGRAM MANAGER no less than sixty-five (65) days prior to the EVENT. If costs should increase because of locating an EVENT in a different geographic location or because of a unilateral directive, the CITY and CONTRACTOR shall meet to adjust payment based on the unit rate prices shown in the Rate Schedule in Exhibit B. The CONTRACTOR shall notify the CITY in writing of a potential cost increase within thirty (30) days of a unilateral directive or site negotiation meeting that such an increase is warranted and present justification. The CITY shall have ten (10) days upon receipt to review the justification and respond in writing to the CONTRACTOR'S request.

(b) Event Operations

The CONTRACTOR shall be liable for any fines, penalties, assessments, or judgements, against the CITY as a direct result of the CONTRACTOR'S operations being in violation of federal, state, or local regulations. This liability does not extend to CITY personnel or to CONTRACTOR'S personnel acting under direct supervision and instruction from CITY personnel.

The CONTRACTOR shall be responsible and liable for all hazardous waste event operations at any site and therefore the CONTRACTOR will be required to arrange for use of the site, and to coordinate all activities related to use of the site including authorization, security, permits, traffic control, and fire protection. The CITY shall provide a contact list to the CONTRACTOR within thirty (30) days after receipt of a written request for agencies overseeing the above referenced services. The CITY will make the site use agreements required with site owners on its own behalf for the use of the site prior to EVENT operations.

The CONTRACTOR shall operate the MHCFC in accordance with the approved site operations plan, waste sort and segregation plan, and site contingency plan. Documents shall be managed according to the approved document control procedures.

The CONTRACTOR shall supply all necessary materials such as but not limited to: drums, absorbent, labels, and appropriate shipping papers, and provide for the transportation, recycling, reclaiming, treating, storing and/or disposal of materials in conformance with all pertinent federal, state and local regulations.

At the end of an EVENT the mobile unit shall be relocated to the next EVENT site according to the operations plan and as required to be ready to operate on schedule at the next location. This shall also allow the vehicle to be stored between collection events at a maintenance yard for repairs, maintenance or storage as needed.

One hundred and fifty (150) days prior to an EVENT, the City Program Manager shall specify the hours and the days of operation. The CONTRACTOR shall have thirty (30) days from the date upon the notification to review and send written comments to the CITY PROGRAM MANAGER. The CONTRACTOR shall specify any additional costs for labor and mobilization above and beyond the rates shown in the Rate Schedule - Exhibit B. The CITY PROGRAM MANAGER shall have thirty (30) days upon receipt of the CONTRACTOR'S comments and rates to review and issue a response to the CONTRACTOR. The CONTRACTOR shall perform EVENT operations as directed by the CITY PROGRAM MANAGER. In general, the facility will be open to the public each Thursday and Friday from 12:00 Noon to 7:00 pm and on Saturday from 10:00 am to 5:00 pm.

Should the CITY PROGRAM MANAGER find it necessary to revise the operation hours and days of the EVENT previously established, the CITY PROGRAM MANAGER shall notify the CONTRACTOR. The CONTRACTOR shall have ten (10) days from date of notification to advise the CITY of any possible increase or decrease in costs above and beyond the staff level and mobilization increase found in the Rate Schedule - Exhibit B. The CITY shall within fifteen (15) days of receipt review any requests and justifications for cost increases or decreases in accordance with the Rate Schedule found in Exhibit B.

EVENTS will not be scheduled in conflict with the following holidays: New Years Eve and Day and following weekend, Easter weekend, Thanksgiving day and following weekend, and Christmas Eve and Day and following weekend.

The CONTRACTOR shall be ready to conduct collection operations at each site thirty (30) minutes prior to the announced opening time to ensure start-up at the designated time. Should the CONTRACTOR not be capable of beginning collections on the publicly announced opening date, the CITY PROGRAM MANAGER shall determine if penalties shall be assessed the CONTRACTOR at the rate specified in the Rate Schedule shown in Exhibit B. Penalties for failure to open on the designated date shall be only for the

CONTRACTOR'S gross negligence.

The CONTRACTOR shall lab-pack and remove all hazardous waste from the site at the end of each collection day. The CONTRACTOR may be allowed to leave items bulked for recycling such as latex paint, antifreeze, motor oil, and vehicle batteries on site over the two week period. The CITY shall notify the CONTRACTOR one hundred fifty (150) days prior to the EVENT if bulked recyclable materials must be removed each night.

One hundred fifty (150) days prior to an EVENT the CITY PROGRAM MANAGER shall notify the CONTRACTOR in writing of the number of total vehicles to be expected at an EVENT. This notification shall also include the CITY'S estimate of the number of vehicles expected each day (Event Vehicle Participation Estimate). After the first set of consecutive days of collection operations at an individual site and where operations will continue for a second set of consecutive days of collection operations, the CITY may submit a written revision of the Event Vehicle Participation Estimate. The CONTRACTOR shall make provisions to allow for revision of this estimate following the first set of consecutive days of collection operations at an EVENT. Should the revised vehicle participation estimate result in a cost increase, the CITY and CONTRACTOR shall discuss payment based on the unit rate prices shown in the Rate Schedule in Exhibit B. The CONTRACTOR shall notify the CITY PROGRAM MANAGER in writing of a potential cost increase above and beyond the cost of the staff level and mobilization increase within ten (10) days of the CITY'S Notice of Participation Estimate Revision and present justification. The CITY shall have ten (10) days upon receipt to review the justification and respond in writing to the CONTRACTOR'S request.

(c) Site Layout

The CONTRACTOR will coordinate with the CITY PROGRAM MANAGER to develop a site lay-out plan (Map) prior to opening each site capable of servicing the expected vehicle traffic plus twenty - five (25%) percent. Coordination efforts will include weekly status and coordination meetings during the contract period.

Sixty (60) days prior to an event the CONTRACTOR shall submit to the CITY PROGRAM MANAGER a site layout map based on the expected vehicle traffic plus twenty-five (25%) percent. The map shall be included in the Site Contingency Plan. The site layout map shall include but not be limited to the following items:

- Vehicle traffic flow and number of traffic lanes.
- Number and location of unloading stations.

- Waste segregation and handling areas.
- Waste storage locations.
- Location of the MHCF office.
- Location of Trailers and supplies.
- Location of Emergency and First Aid Equipment.
- Location of Sanitary Facilities.
- Location of Entrances and Exits.
- Location of Emergency Warning Devices
- Perimeter Fence Location.
- Location of any site drainage channels, basins or catch points.
- Any hookups to site utilities.
- Labelled with the location of the nearest Emergency Medical Facility.
- Labelled with the location of the nearest Fire Station.

The site layout plan shall be labelled with the expected vehicle volume, the maximum vehicle flow rate (in vehicles per hour) and capacity of the site layout, the number of personnel by classification, the EVENT location (identified by address or legal description), and the EVENT date. A north arrow shall be included. The map shall be made to scale and labelled with the scale.

(d) Waste Transport

The CONTRACTOR shall permit the CITY to inspect the trucks used by the contractor for hauling wastes for this program. This inspection by the CITY does not constitute inspection for compliance of laws and regulations but, monitoring the CONTRACTOR for compliance with this Agreement. Drivers and vehicles must have all required Department of Toxic Substances and Control (DTSC) and California Highway Patrol (CHP) permits and licenses for hazardous waste transporters.

The CONTRACTOR shall maintain the following information on file and available for audit at its company office:

- Certificate of Registration and Expiration Date from the CHP for each vehicle acting as transporter for the CITY.
- Training completed by each driver and the date of the last course completed.
- Vehicle Safety Inspection Program and Checklist. (Records shall show the date of last inspection for any vehicle and any deficiencies noted.)

The CONTRACTOR shall provide to the CITY and update as necessary the following information:

- Statement of Liability insurance and amount carried by the Transporter.
- EPA ID number for the Transporter.

Any driver operating a vehicle transporting household hazardous waste for this program shall have and present for review when requested by the CITY PROGRAM MANAGER or authorized representative, their drivers license with hazardous waste endorsement.

In the event that a transporter for this contract is no longer permitted to transport hazardous waste for any reason, the CONTRACTOR shall immediately notify the CITY PROGRAM MANAGER.

Upon written request of the CITY PROGRAM MANAGER, the CONTRACTOR shall present a certificate of insurance on a form acceptable to the CITY that shows the hazardous waste transporter has adequate financial coverage to the amount specified by state and federal law. The CONTRACTOR shall have thirty (30) days from the date of NOTICE TO PROCEED to provide this information to the CITY PROGRAM MANAGER. The CITY shall be informed by the contractor of any lapse in the financial coverage which is required by DTSC and CHP for a hazardous waste transporter.

The CONTRACTOR shall provide copies of registrations and certificates, within thirty (30) days of NOTICE TO PROCEED, for all hazardous waste transporters used to transport household hazardous waste listed on manifests signed by the CITY.

(e) Waste Management

Non-hazardous waste materials shall be disposed of as solid waste or processed for recycling in lieu of lab-packing. The CITY reserves the right to inspect operations to insure compliance with this requirement. If the CONTRACTOR is not complying with this requirement the CONTRACTOR shall make such modifications as directed in writing by the CITY PROGRAM MANAGER at no additional cost to the CITY.

The CONTRACTOR'S Rate Schedule shown in Exhibit B reflects all disposal fee exemptions and other exemptions entitled the CITY as a result of the nature of the Household Hazardous Waste Material collected. If the CONTRACTOR handles any non-listed materials, the CONTRACTOR in handling the material shall obtain any exemptions and discounts on behalf of the CITY.

The CONTRACTOR shall have the responsibility to select environmentally appropriate management methods at the best available cost to the CITY. The CONTRACTOR shall select the method of hazardous waste management according to the following list (in order of most preferred to least preferred):

- Reuse / Recycle
- Fuel Blend
- Neutralization/Treatment
- Destructive Incineration
- Landfill

Hazardous waste management facilities shall be appropriately permitted and approved by the CITY as provided for in Section 8.2, prior to the shipment of CITY HHW to the facility. The CONTRACTOR shall be responsible to provide lawful disposal of all materials collected. Approval of a facility does not relieve the CONTRACTOR of its responsibility to use appropriately permitted facilities. Shipment of wastes to a non-approved hazardous waste facility will result in penalties being assessed the CONTRACTOR according to the Rate Schedule shown in Exhibit B.

In the event that a hazardous waste management facility currently in use by the CONTRACTOR should have its operating permit(s) revoked, all waste shipments to the facility shall immediately cease. Upon learning that a hazardous waste management facility has had its operating permit(s) revoked, the CITY PROGRAM MANAGER may issue an order to cease use of the facility and the CONTRACTOR shall immediately comply.

The CONTRACTOR will be required to manage, including storage, transport, and disposal, any UNKNOWN and UNACCEPTABLE WASTES that were inadvertently collected. The CONTRACTOR shall provide disposal for all UNKNOWN and UNACCEPTABLE WASTES collected. The CONTRACTOR shall be compensated for disposal of UNKNOWN and UNACCEPTABLE WASTES at the rate set forth in the Rate Schedule shown in Exhibit B.

3.2.4 Labor

The CONTRACTOR PROJECT MANAGER shall be approved by the CITY PROGRAM MANAGER and such approval shall not be unreasonably withheld. The CONTRACTOR shall designate the approved CONTRACTOR PROJECT MANAGER in writing to the CITY ten (10) days after the date of NOTICE TO PROCEED. The CONTRACTOR PROJECT MANAGER shall be capable of fluent oral and written English communication. The CONTRACTOR PROJECT MANAGER shall also have completed 40 hour OSHA and supervisory training for hazardous materials handlers. The CONTRACTOR PROJECT MANAGER shall have a minimum of two (2) years handling hazardous waste. A written request for any change in the CONTRACTOR PROJECT MANAGER shall be made to the CITY PROGRAM MANAGER and shall allow thirty (30) days for the CITY to respond in writing to the request. These conditions shall also apply to the designation of the CONTRACTOR PROGRAM MANAGER.

The personnel assigned by the CONTRACTOR for waste handling operations shall be trained to the satisfaction of the State Department of Toxic Substances Control (including forty (40) hour OSHA training).

The CONTRACTOR shall recommend to the CITY PROGRAM MANAGER Ninety (90) days prior to a collection event the staffing level needed for operations at the event. The CITY PROGRAM MANAGER shall have fifteen (15) days upon receipt of the staffing level recommendation to review and revise the level. The CONTRACTOR will be compensated for an eight(8) hour shift for the staffing level designated by the CITY PROGRAM MANAGER and according to the Rate Schedule - Exhibit B. In the case where lab-packing operations and other facility management operations extend beyond an eight (8) hour shift, compensation to the CONTRACTOR shall be made on a prorated basis for the designated staffing level for documented extra time.

No more than thirty (30) days after NOTICE TO PROCEED, the CONTRACTOR shall provide a Master Staff List of individuals to the CITY PROGRAM MANAGER who will handle hazardous waste during the term of this agreement. The Master Staff List shall include the name, certifications including refresher courses, and the highest job position for which the individual is qualified. The Master Staff List shall be updated every sixty (60) days following the initial submittal to accommodate changes. Job positions for which certification must be provided include prescreen, unload, sort, hazcat, lab-pack, inventory, manifest, or other waste handling operations.

Forty-five (45) days prior to an EVENT the CITY PROGRAM MANAGER shall provide notification to the CONTRACTOR of the number of CITY personnel that will be working at the EVENT. These individuals will be 40 hour OSHA trained. Assignments made by the CONTRACTOR for these individuals will include prescreening, unloading, segregation, lab-packing, inventory, manifesting, Haz-cating, and other operations as necessary to support collection operations.

3.3 EMERGENCIES

The CONTRACTOR shall report any hazardous or potentially hazardous condition to the CITY PROGRAM MANAGER immediately. Written confirmation shall be made to the CITY within 24 hours of the original notice.

The CONTRACTOR will report all traffic accidents and spills of HHW during transport in the manner required by State and Federal regulations and shall immediately notify the CITY PROGRAM MANAGER.

Should a spill of hazardous waste occur in transit, the CONTRACTOR shall be responsible to provide emergency response cleanup. The level of cleanup shall be as specified by the governing jurisdiction.

3.4 PROJECT SCHEDULING

The CONTRACTOR shall be required to provide to the CITY PROGRAM MANAGER a project schedule sixty (60) days after NOTICE TO PROCEED. The project schedule will be updated monthly and compared to the original schedule by the CONTRACTOR to reflect project status.

The Project Schedule shall list events for a six month period by general location. This schedule shall be in accordance with the geographic location schedule provided to the CONTRACTOR by the CITY. The CONTRACTOR shall show key milestones for site selection for each event. Key milestones include but are not limited to: identification of four sites, CITY review, selection, and approval; authorization for use, DTSC permit, public notice, mobilization and demobilization, site operations plan, site layout map, and site contingency plan preparation, review, approval, and distribution. Other items may be included as required for each site or event.

3.5 ITEM (a) - Pilot Fixed Household Hazardous Waste Collection Facility (PHCF)

The CITY plans to implement a PHCF at a site to be determined within the CITY. This facility is proposed to be open five days per week for six (6) hours each day. As part of the Contract Agreement for the MHCF, the CITY may contract for operation or may elect to contract for staff assistance, supplies, and/or equipment, to operate the facility.

If the CITY proceeds with a fixed collection facility a directive to proceed may be issued by the CITY PROGRAM MANAGER as a TASK DIRECTIVE as shown in Exhibit A. The services that the CONTRACTOR shall provide include but, may not be limited to the sections given below.

3.5.1 Scope of Services

The CONTRACTOR shall operate a hazardous waste management facility for the CITY at a permanent Household Hazardous Waste collection facility designated by the CITY. The CITY shall provide a permitted facility for the CONTRACTOR to operate as a PHCF. The provisions of this Section and other sections of this agreement as applicable shall govern the operation of this facility. In general the CONTRACTOR shall comply with the operations requirements of the following sections of Title 22 Division 4.5 of the California Code of Regulations: 66264.1, 66264.13-(b) and (c), 66264.15 - 66264.17, 66264.31, 66264.33, 66264.35, 66264.51-66264.56, 66264.70 - 66264.77, 66264.170 - 66264.177.

The CONTRACTOR shall provide all equipment, supplies, and services to operate a permanent HHW collection facility for the CITY. The CONTRACTOR will be required to provide all labor and materials for collection, proper identification, segregation, handling, lab-packing, storage and transport, for treatment, recycling, re-use, or disposal, for Household Hazardous Waste. The CONTRACTOR shall also provide support services such as project management, training, publicity and other related services as agreed upon with the CITY PROGRAM MANAGER and specified in a TASK DIRECTIVE.

The CONTRACTOR shall provide an operations plan, waste sort and segregation plan, contingency plan, and document control procedures. These plans shall be subject to the review process as described in Section 4.4 - Report Review.

(a) Operations Plan

The CONTRACTOR shall develop an operations plan that describes all tasks to be performed at the facility. This plan shall include:

- Opening and closing for operation.
- Traffic control.
- Personnel job titles and duties.
- Waste handling procedures (including recyclables identification and segregation for all hazardous and non-hazardous wastes).
- Inspections
- Site Clean-up
- Training
- Documentation

(b) Waste Sort and Segregation Plan

The CONTRACTOR shall prepare a waste sort and segregation plan as requested in Section 3.2.1 (b) Waste Sort and Segregation Plan.

(c) Contingency Plan

The CONTRACTOR shall prepare a Contingency Plan as found in Section 3.2.1 (c)

(d) Document Control Procedures

The Document Control Procedures Manual will describe the handling and approval process for all documents related to operating and maintaining a hazardous waste management facility. Such documents shall include but not be limited to:

- Manifests and other transportation records
- Inspection Reports
- Training records
- Notices of violation
- Daily Reports
- Collection Results Reports
- Final Disposal Reports

Procedures shall include recording the date of generation of the document, forwarding matrix, filing, and document location and retrieval.

(e) Operating Requirements

The CONTRACTOR shall be responsible and liable for all hazardous waste event operations at the PHCF. Operations shall be performed according to the approved operations plan, waste sort and segregation plan, contingency plan and document control procedures.

The CONTRACTOR shall be liable for any fines, penalties, assessments, or judgements, against the CITY as a direct result of the CONTRACTORS operations being in violation of federal, state, or local regulations. This liability does not extend to CITY personnel or to CONTRACTORS personnel acting under direct supervision and instruction from CITY personnel.

The CONTRACTOR shall obtain all disposal fee exemptions and other exemptions entitled the CITY as a result of the nature of the Household Hazardous Waste Material

collected as reflected in the Rate Schedule shown in Exhibit B. If the CONTRACTOR handles any non-listed materials CONTRACTOR shall obtain any exemptions and discounts for the CITY in handling the material.

The CONTRACTOR will be required to manage, including storage, transport, and disposal, any UNKNOWN and UNACCEPTABLE WASTES that were inadvertently collected. The CONTRACTOR shall provide disposal for all UNKNOWN and UNACCEPTABLE WASTES collected. The CONTRACTOR shall be compensated for disposal of UNKNOWN and UNACCEPTABLE WASTES at the rate set forth in the Rate Schedule shown in Exhibit B.

Non-hazardous waste materials shall be disposed of as solid waste or processed for recycling in lieu of lab-packing. The CITY reserves the right to inspect operations to insure compliance with this requirement. If the CONTRACTOR is not complying with this requirement the CONTRACTOR shall make such modifications as directed in writing by the CITY PROGRAM MANAGER at no additional cost to the CITY.

The CONTRACTOR shall have the responsibility to select environmentally appropriate management methods at the best available cost to the CITY. The CONTRACTOR shall select the method of hazardous waste management according to the following list (in order of most preferred to least preferred):

- Reuse / Recycle
- Fuel Blend
- Neutralization/Treatment
- Destructive Incineration
- Landfill

Hazardous waste recycle, treatment, storage, and disposal facilities shall be Appropriately Permitted and approved by the CITY as provided for in Section 8.2, prior to the shipment of CITY HHW to the facility. The CONTRACTOR shall be responsible to provide lawful disposal of all materials collected. Approval of a facility does not relieve the CONTRACTOR of its responsibility to use Appropriately Permitted facilities. Shipment of wastes to a non-approved hazardous waste facility will result in penalties being assessed the CONTRACTOR according to the Rate Schedule shown in Exhibit B.

The CONTRACTOR shall supply all necessary materials such as but not limited to: drums, absorbent, labels, and appropriate shipping papers, and provide for the transportation, recycling, reclaiming, treating, storing and/or disposal of materials in conformance with all pertinent federal, state and local regulations.

The CONTRACTOR shall permit the CITY to inspect the trucks used by the contractor for hauling wastes for this program. This inspection by the CITY does not constitute inspection for compliance of laws and regulations but, monitoring the CONTRACTOR for compliance with this Agreement. Drivers and vehicles must have all required Department of Toxic Substances and Control (DTSC) and California Highway Patrol (CHP) permits and licenses for hazardous waste transporters.

The CONTRACTOR shall maintain the following information on file and available for audit at its company office:

- Certificate of Registration and Expiration Date from the CHP for each vehicle acting as transporter for the CITY.
- Training completed by each driver and the date of the last course completed.
- Vehicle Safety Inspection Program and Checklist. (Records shall show the date of last inspection for any vehicle and any deficiencies noted.)

The CONTRACTOR shall provide to the CITY and update as necessary the following information:

- Statement of Liability insurance and amount carried by the Transporter.
- EPA ID number for the Transporter.

Any driver operating a vehicle transporting household hazardous waste for this program shall have and present for review when requested by the CITY PROGRAM MANAGER or authorized representative, their drivers license with hazardous waste endorsement.

In the event that a transporter for this contract is no longer permitted to transport hazardous waste for any reason, the CONTRACTOR shall immediately notify the CITY PROGRAM MANAGER.

Upon written request of the CITY PROGRAM MANAGER, the CONTRACTOR shall present a certificate of insurance on a form acceptable to the CITY that shows the hazardous waste transporter has adequate financial coverage to the amount specified by state and federal law. The CONTRACTOR shall have thirty (30) days from the date of issuance of the TASK DIRECTIVE to provide this information to the CITY PROGRAM MANAGER. The CITY shall be informed by the contractor of any lapse in the financial coverage which is required by DTSC and CHP for a hazardous waste transporter.

The CONTRACTOR shall provide copies of registrations and certificates, within thirty (30) days of issuance of the TASK DIRECTIVE, for all hazardous waste transporters used to transport waste listed on manifests signed by the CITY.

Collections will not be scheduled in conflict with the following holidays: New Years Eve and Day and following weekend, Easter weekend, Thanksgiving day and following weekend, and Christmas Eve and Day and following weekend.

(f) Labor

The CONTRACTOR PROJECT MANAGER shall be approved by the CITY and such approval shall not be unreasonably withheld. The CONTRACTOR shall designate the approved CONTRACTOR PROJECT MANAGER in writing to the CITY ten (10) days after the date of issuance of the TASK DIRECTIVE. The CONTRACTOR PROJECT MANAGER shall be capable of fluent oral and written English communication. The CONTRACTOR PROJECT MANAGER shall also have completed 40 hour OSHA and supervisory training for hazardous materials handlers. The CONTRACTOR PROJECT MANAGER shall have a minimum of five (5) years handling hazardous waste. A written request for any change in the CONTRACTOR PROJECT MANAGER shall be made to the CITY PROGRAM MANAGER and shall allow thirty (30) days for the CITY to respond in writing to the request.

The personnel assigned by the CONTRACTOR for waste handling operations shall be trained to the satisfaction of the State Department of Toxic Substances Control (including forty (40) hour OSHA training).

The CONTRACTOR shall recommend to the CITY PROGRAM MANAGER ninety (90) days prior to a collection event the staffing level needed for operations at the event. The CITY PROGRAM MANAGER shall have fifteen (15) days upon receipt of the staffing level recommendation to review and revise the level. The CONTRACTOR will be compensated for an (8) hour shift for the staffing level designated by the CITY PROGRAM MANAGER and according to the Rate Schedule - Exhibit B. In the case where lab-packing operations and other facility management operations extend beyond an eight (8) hour shift, compensation to the CONTRACTOR shall be made on a prorated basis for the designated staffing level for documented extra time.

No more than thirty (30) days after NOTICE TO PROCEED, the CONTRACTOR shall provide a Master Staff List of individuals to the CITY PROGRAM MANAGER who will handle hazardous waste during the term of this agreement. The Master Staff List shall include the name, certifications including refresher courses, and the highest job position for which the individual is qualified. The Master Staff List shall be updated every sixty (60) days following the initial submittal to accomodate changes. Job positions for which

certification must be provided include prescreen, unload, sort, hazcat, lab-pack, inventory, manifest, or other waste handling operations.

CITY personnel may be assigned to work with the CONTRACTOR at the permanent facility in order to develop and maintain proficiency in hazardous waste management practices. Forty-five (45) days prior to assignment of CITY personnel to the permanent facility, the CITY PROGRAM MANAGER shall provide written notification to the CONTRACTOR of the number of CITY personnel that will be working. These individuals will be 40 hour OSHA trained. Assignments made by the CONTRACTOR for these individuals will include prescreening, unloading, segregation, lab-packing, inventory, manifesting, Haz-cating, and other operations as necessary to support collection operations.

(g) Emergencies

The CONTRACTOR shall report any hazardous or potentially hazardous condition to the CITY PROGRAM MANAGER immediately. Written confirmation shall be made to the CITY within 24 hours of the original notice.

The CONTRACTOR will report all traffic accidents and spills of HHW during transport in the manner required by State and Federal regulations and shall immediately notify the CITY PROGRAM MANAGER.

Should a spill of hazardous waste occur in transit, the CONTRACTOR shall be responsible to provide emergency response cleanup. The level of cleanup shall be as specified by the governing jurisdiction.

3.5.2 Responsibilities and Tasks to be performed by Contractor

The CONTRACTOR shall perform the services described in Section 3.5.1 and as set forth in the TASK DIRECTIVE for the PHCF upon issuance. The CONTRACTOR shall not perform any services until such time as a fully authorized TASK DIRECTIVE for this work is issued by the CITY PROGRAM MANAGER.

The CONTRACTOR shall perform the project management functions as set forth in Section 4.1.

The CONTRACTOR shall provide all reports as set forth in Section 4.2, and 4.5.

The CONTRACTOR shall attend project related meetings as set forth in Section 4.3.

The CONTRACTOR shall abide by the report review process as set forth in Section 4.4.

The CONTRACTOR shall provide for all services as required in Section 4.7 and as it relates to a TASK DIRECTIVE issued for a PHCF.

3.5.3 Responsibilities and Tasks to be performed by City

The CITY may issue a TASK DIRECTIVE by the CITY PROGRAM MANAGER in accordance with Section 5.2 for the purpose of operating a PHCF.

The CITY shall provide a project manager as set forth in Section 5.1 and the TASK DIRECTIVE for operating the PHCF.

The CITY shall have the right to inspect as set forth in Section 5.3.

The CITY shall provide project management as appropriate and set forth in Section 5.5. Other duties and tasks as required may be performed by the CITY and no restriction is placed on the CITY in its rights to assume duties as required to manage the PHCF.

The CITY shall provide to the CONTRACTOR a facility with all permits as required by federal, state, and local regulations and laws to operate as a PHCF.

The CITY shall provide a location and structure with fixed improvements as required to function as a PHCF.

The CITY shall compensate the CONTRACTOR on a UNIT RATE basis for operating the PHCF as set forth in Section 9.2.2, the TASK DIRECTIVE, and according to the Rate Schedule shown in Exhibit B.

3.6 ITEM (b) - CITY PERSONNEL TRAINING

Training courses for CITY employees working with HHW materials are essential to educate them about managing HHW and to keep them proficient in this activity. If the CITY implements this item, a TASK DIRECTIVE (as shown in Exhibit A) will be issued to the CONTRACTOR by the CITY PROGRAM MANAGER .

Training courses shall include but not necessarily be limited to one or more of the following:

1. 40 hour OSHA Training
2. 8 hour Supervisor's Training
3. 8 hour Scalehouse and Landfill Operator's training
4. 8 hour Annual Recertification Training

An outline of each of these training classes is as follows:

40 Hour OSHA Training

- a. EPA- Title 40, Code of Federal Regulations
- b. DTSC- Title 26, California Code of Regulations
- c. OSHA- Title 29, Code of Federal Regulations
Title 8, California Code of Regulations
- d. DOT- Title 49, Code of Federal Regulations
- e. Documentation
- f. Chemical Awareness
- g. Practice
- h. Personal Protection

8 Hour Supervisor's Training

- a. EPA- Title 40, Code of Federal Regulations
- b. DTSC- Title 26, California Code of Regulations
- c. OSHA- Title 29, Code of Federal Regulations
Title 8, California Code of Regulations
- d. DOT- Title 49, Code of Federal Regulations
- e. Documentation
- f. Liability

8 Hour Scalehouse and Landfill Operator's Training

- a. Overview of Laws and Regulations
- b. City's Household Hazardous Waste Operations Plan
- c. Recognizing Household Hazardous Waste
- d. Personal Protection Equipment
- e. Chemical Safety
- f. Chemical Segregation and Packaging
- g. Contingency plan and Emergency Response

8 Hour Annual Recertification Training

- a. Hazardous Waste Identification
- b. Regulations for Generators
- c. Regulations for Hazardous Waste Management Facilities
- d. Chemical Hazard Classes
- e. Site Safety and Health
- f. Regulations for Transporters

3.7 ITEM (c) - PROMOTION AND PUBLICITY

Publicity needs to be provided for each MHCF event to encourage participation. If the CITY implements this item, a TASK DIRECTIVE (as shown in Exhibit A) will be issued to the CONTRACTOR by the CITY PROGRAM MANAGER.

The publicity program shall include, but not be limited to one or more of the following:

1. A minimum of two advertisements in community media for each event location.
2. Materials such as flyers or door-hangers to reach at least 25,000 households per event.
3. Public Service Announcements and New Releases advertising the mobile facility City wide for each event.
4. Handout material for participants at the event.
5. Educational Material

All contract relationships for publication materials shall be through the CONTRACTOR. The CONTRACTOR shall present all materials to the CITY and all materials shall be subject to the same review and comment process as outlined in Section 4.4 - Report Review. A TASK DIRECTIVE will include specifications for project schedules and assigned project personnel, including both the CONTRACTOR'S and CITY'S personnel. A TASK DIRECTIVE will specify the tasks that the CONTRACTOR will perform with respect to the listed publicity items.

3.8 ITEM (d) - EQUIPMENT AND SUPPLIES

During the period of this contract the CONTRACTOR may be directed to provide equipment, supplies, and/or services in support of Loadcheck, Senior Citizen Collection, or other CITY HHW collection programs. Such support or purchases will be requested through a TASK DIRECTIVE (as shown in Exhibit A) issued by the CITY PROGRAM MANAGER and will be in conformance with Section 4.8 and Article 9. Goods to be provided such as but not limited to drums, absorbent, labels, personal protection equipment, transportation equipment, drum handling equipment, inventory equipment, and services such as but not limited to collection, segregation, identification, lab-packing, project management, transportation, and disposal must be authorized by the CITY PROGRAM MANAGER prior to purchase. Compensation for these purchases shall be according to the Rate Schedule set forth in Exhibit B.

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CONTRACTOR

4.1 CONTRACTOR PROJECT MANAGEMENT

CONTRACTOR shall perform the services set forth in Section 4.7. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by contractors performing the same or similar services. The CONTRACTOR PROGRAM MANAGER shall have full authority to act for the CONTRACTOR at all times to carry out the provisions of this Agreement. CONTRACTOR agrees to commence the necessary work and render such services as set forth herein, within fifteen (15) days of NOTICE TO PROCEED and thereupon to prosecute such work and to perform such services with due diligence and dispatch to comply with the respective time table established by the CITY PROGRAM MANAGER.

The CONTRACTOR PROJECT MANAGER or representative designated in writing shall be on site during all collection, packaging, and transport operations. Failure to observe this condition shall constitute a suspension of work and may result in a disallowance of payment for work performed during the absence of the CONTRACTOR PROJECT MANAGER.

Any directions made by the CITY PROGRAM MANAGER or authorized representative to the CONTRACTOR'S authorized representative shall constitute direction to the CONTRACTOR.

The CONTRACTOR shall provide all reports as listed in Section 4.2.

The CONTRACTOR shall provide project management functions not necessarily limited to the project functions listed below:

The CONTRACTOR shall monitor and track all submittals sent to the CITY. All submittals shall be stamped with the date sent. The date a submittal is received by the CITY shall be stamped on the document and shall constitute the official date for beginning review of any submittal.

The CONTRACTOR shall maintain a file of all written communication regarding this Agreement. This file shall include but not be limited to correspondence, memos, directives, submittals, claims, and fax memos.

The CONTRACTOR shall track verbal communications including but not limited to telephone conversations, meetings, discussions, and field directives.

The CONTRACTOR shall track delays or float created by the CITY'S response to submittals.

The CONTRACTOR shall monitor the schedule of events to identify impacts from holidays including city holidays.

4.2 REPORTS

The reports described in the following sections shall be required deliverables for this project during the contract period. A Task Directive Progress Report is not required until such time as a Task Directive is issued.

4.2.1 Daily and Weekly Report

The CONTRACTOR shall provide a daily report consisting of the information listed below:

- Sign In/Sign Out Sheet.
- Subcontractors on-site.
- Major pieces of Equipment and Number on Site.
- Total Vehicle Participation for the Day.
- Number of Drums shipped off-site. (Listed according to Hazard Classification and DOT proper shipping name.)
- Number of Drums remaining on-site. (Listed according to Hazard Classification and DOT proper shipping name.)
- Quantity of Bulked materials shipped off-site. (Listed according to Hazard Classification and DOT proper shipping name.)
- Quantity of Bulked materials remaining on-site. (Listed according to Hazard Classification and DOT proper shipping name.)
- A list of the names of any visitors to the site.
- A brief description of any incidents that occurred and response made.
- A brief description of any notices of violations at an event.

A weekly report will be prepared by the CONTRACTOR consisting of a summary of the Daily Report information. In addition, the following information shall be provided:

- Status of Mobilization/Demobilization for next collection operations.

4.2.2 Collection Results Report

The CONTRACTOR shall provide the CITY PROGRAM MANAGER with a Collection Results Report within fourteen (14) days of completion of the EVENT. The Collection Results Report shall include but not be limited to the following:

- Total number of vehicles processed with a breakdown of hourly and daily vehicle count(s).
- Total volume of waste collected, pounds collected daily, number of drums lab-packed each day and total, number transported each day and total. Waste shall be categorized by hazard classification.
- Quantity and types of materials recycled and/or reused.
- A list of the types and quantities of wastes collected during the EVENT but which the contractor did not manage and a description of the action taken to safely store these wastes.
- A detailed description of the difficulties encountered during the collection period and actions taken or needed to be taken to rectify the problem.
- The CONTRACTOR shall provide material classification and quantity reports in the same format as Form (1)(CIWMB Format) and as shown in Exhibit C.
- A description of any notices of non-compliance received.

4.2.3 Task Directive Progress Report

CONTRACTOR shall submit monthly Task Directive progress reports to the CITY PROGRAM MANAGER by the 10th day of each month to include a brief technical description of the work undertaken during the previous month, unanticipated difficulties (if any) in performing work, cumulative dollar costs incurred in total and by Task Directive, anticipated work for the next reporting period, and outreach efforts, if any, undertaken by CONTRACTOR to involve equal participation by Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) in the performance of this Agreement. This information shall be submitted in concurrence with Section 9.2.3 Task Directive Compensation.

4.2.4 Waste Transportation Documents

CONTRACTOR shall provide to the CITY PROGRAM MANAGER legible photocopies of all manifests, continuation sheets, and land disposal restriction forms prior to wastes leaving the collection location.

The CONTRACTOR shall maintain a copy of all inventory sheets for a period of three (3) years after the expiration of this contract. During the period of this contract, a copy of any inventory sheet for any EVENT shall be available to the CITY PROGRAM

MANAGER sixty (60) days after a written request for the inventory sheet for any specific drum identified by the manifest number.

After contract expiration, the CONTRACTOR shall provide an inventory sheet within ninety (90) days of a written request.

The CITY is the sole generator of HHW received at an EVENT. Only the CITY PROGRAM MANAGER or, another CITY employee designated in writing by the CITY PROGRAM MANAGER, shall have authority to sign manifests for the CITY.

4.2.5 Final Disposal Reports

The CONTRACTOR shall provide to the CITY PROGRAM MANAGER on a quarterly basis a report of the final disposal shipment of all wastes received at the CONTRACTOR'S TSDF. The Final Disposal Report shall consist of the following information:

- Date of the Report and Report No.
- Date of last Report and Report No.
- Drums and Manifests that should have been included and were not included in the last report.
- A listing of the EVENTS included in this report with EPA ID number.
- A listing by Manifest, line item, and Drum number of the Waste disposed, date received, and date shipped and the manifest and drum number the waste is shipped from the CONTRACTOR'S TSDF, and the disposal facility of the drum and manifest.
- Indication if the Facility is not a CITY approved facility.

4.2.6 Outside Correspondence

CONTRACTOR shall provide copies of any correspondence regarding the City's HHW program.

4.3 PROJECT RELATED MEETINGS

The CONTRACTOR shall attend a regularly scheduled weekly program meeting as established

by the CITY PROGRAM MANAGER to discuss program progress and other related items. The CONTRACTOR shall attend meetings, conferences, and hearings as designated in writing by the CITY PROGRAM MANAGER. Where possible the CITY PROGRAM MANAGER shall provide five (5) days notice prior to any such meetings with the exception of the weekly project meeting.

4.4 REPORT REVIEW

Reports and deliverables required of CONTRACTOR shall be submitted to the CITY PROGRAM MANAGER for review and comment as provided for elsewhere, provided herein, or as may be modified by TASK DIRECTIVE.

1. All work plans shall be submitted to and approved by the CITY PROGRAM MANAGER. The CITY PROGRAM MANAGER reserves the right to amend or modify any work plan previously approved.
2. CONTRACTOR shall, when possible, use recycled paper and two-sided copying for all deliverable reports.
3. All reports submitted shall be subject to review. The CITY PROGRAM MANAGER shall have thirty (30) days upon receipt to review and make any comments on reports. If no comments are made, no action shall be required by the CONTRACTOR. If comments are made the CONTRACTOR shall have thirty (30) days from the date of return as stamped upon the report to incorporate those changes into the report.

The report shall then be reviewed once again by the CITY PROGRAM MANAGER for another thirty (30) days upon receipt. If no further changes are required the CONTRACTOR shall have thirty (30) days from the date of return as stamped upon the report to make the final report complete. If further changes are necessary then the review process will be repeated.

4. Following review and incorporation of changes suggested by the CITY PROGRAM MANAGER, the final reports shall be completed. The final report shall then be submitted for the approval of the CITY PROGRAM MANAGER. Manager's approval acknowledges that the report is complete, but is not intended to approve or adopt the sufficiency of said final report or to relieve CONTRACTOR of its professional responsibilities and/or liabilities.

4.5 FINAL REPORT

At the conclusion of this contract, a final report shall be submitted to the City within forty-five (45) days after the contract termination or completion date. Upon approval of the Final Report, the last invoice submitted to the CITY PROGRAM MANAGER prior to termination of the

Agreement shall be paid. The report shall be submitted by the CONTRACTOR and shall incorporate material, as required, from CONTRACTOR'S subcontractors. This final report shall contain or describe the following:

1. The total waste collected by classification as shown in Exhibit D Form 1 (CIWMB)
2. The total number of participants.
3. The total dollars spent on the Contract. Costs shall be separated out for disposal, labor, and administration. (Administration includes but is not necessarily limited to such items as: clerical, supervision, mileage, office supplies, shipping/messenger, telephone, home office, and small tools or other consumables.) Each Task Directive issued shall be identified separately for disposal, labor administration and total dollars spent for the directive.
 - a) Any original artwork or creative efforts originated and prepared exclusively for the City, information, documents, reports, material, products, data, source code, etc, not already forwarded to the City shall be furnished with the final report.
 - b) Individuals, organizations, agencies used in the development of any original creative or development efforts and the percent level to which the project was completed.
4. A description of any major events and the impact on the program. This may include implementing emergency procedures, the contingency plan, or regulation compliance or changes.
5. A listing of all disposal facilities used for waste management.

4.6 RIGHT TO AUDIT

The CONTRACTOR shall maintain complete and accurate records with respect to all costs incurred under this Agreement. All of the aforementioned records shall be clearly identifiable. The CONTRACTOR shall make available to a representative of the CITY all of such books and records, and the right to examine and audit the same, and to make transcripts or copies therefrom. CONTRACTOR shall make available all records during normal business hours and with a minimum written notice of seven (7) days. CONTRACTOR shall maintain and allow inspection of all said books, data, documents, proceedings, and activities strictly related to this Agreement for a period of five (5) years from the date of final payment. CONTRACTOR shall maintain said records in a manner which will indicate actual time and allowable costs with respect to all work performed hereunder as required by CITY. The results of an audit shall not

affect the rate schedule unless the CITY determines that any adjustments to the original rate schedule pursuant to the provisions of this Agreement were based on misleading or incorrect information supplied by the CONTRACTOR. The CITY PROGRAM MANAGER shall notify the CONTRACTOR of the errors or incorrect information in the Rate Schedule - Exhibit B and request the CONTRACTOR to submit a revised rate schedule. The CONTRACTOR shall have thirty (30) days from the receipt of the request to submit to the CITY PROGRAM MANAGER the Revised Rate Schedule.

4.7 SCOPE OF SERVICES

The Scope of Services shall extend to the tasks and duties required to perform the work listed in Article 3 and the Responsibilities of the CONTRACTOR in Article 4 and elsewhere within this Agreement. Notwithstanding the enumeration of duties and tasks to be performed by the CONTRACTOR in Article 3 or the Responsibilities of the Contractor in Article 4, the CONTRACTOR shall be responsible to perform all tasks and duties listed within this Agreement or as required by any TASK DIRECTIVE upon issuance.

4.8 PURCHASE OF SUPPLIES AND EQUIPMENT

Pursuant to this Agreement CONTRACTOR or its subcontractor, in accordance with the provisions of the City Charter, Section 386 (a) 1, shall have authority to purchase or lease supplies and/or equipment for its staff as well as for CITY personnel who are acting in support of the performance of the tasks outlined in this Agreement. This authority shall be for the specific purpose of supporting and aiding CONTRACTOR or its subcontractor in accomplishing its responsibilities under this Agreement. Such supplies and/or equipment may include, but are not limited to the following: computer hardware and software; CADD Systems; telephones, fax machines and other communication equipment; and office equipment, (i.e. desks, chairs, bookcases, lamps, tables, etc.), drums, absorbent, labels, personal protection equipment, heavy equipment, and trucks.

Prior to purchase or lease of supplies or equipment with an individual cost exceeding seven hundred fifty dollars (\$750.00), CONTRACTOR or its subcontractor must receive approval in writing by the CITY PROGRAM MANAGER. The CITY shall not be required to pay for any equipment purchased without prior approval from the CITY PROGRAM MANAGER. Any and all equipment or supplies purchased for the performance of this Agreement shall become the property of the CITY. CITY personnel shall be allowed to affix equipment with a CITY inventory control decal and enter it into the official CITY inventory database. Where property is not affixed with a CITY decal and inventory control number it is nevertheless CITY property.

CONTRACTOR or its subcontractor is to purchase equipment or supplies at the lowest reasonable cost. For items exceeding \$5,000 the CITY Purchasing Agent's office should be contacted by CITY staff for pricing information and potential vendors. Individual purchase order acquisitions shall not exceed \$20,000 without CITY staff consulting with the Purchasing

Agent's office. Purchasing or leasing activities by CONTRACTOR or its subcontractor for their exclusive use shall be considered to be covered by their overhead costs and no "profit", "markup" or "handling fee" shall be allowed therefore no prior approval of purchases is required. Purchasing or leasing activities by CONTRACTOR for supplies and/or equipment for use by CITY employees may be reimbursed through CONTRACTOR billings to the project. Such activities shall be entitled to a standard markup as set forth in Exhibit B - Rate Schedule.

(a) Warranty

The CONTRACTOR shall transfer to the CITY any warranty(s) for any equipment purchased as described above in Section 4.8 at the time the CITY shall take possession of the equipment.

(b) Service Agreements

In the event that this contract is terminated prior to expiration any unused portions of any service agreements for any equipment leased or purchased on behalf of the CITY shall be transferred to the CITY. The CONTRACTOR shall maintain and provide service for repairs or regularly scheduled maintenance during the term of this CONTRACT, for any equipment purchased. The CONTRACTOR shall furnish all parts and service (labor) for repairs.

ARTICLE 5 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

5.1 CITY PROGRAM MANAGER AND PROJECT MANAGER

CITY PROGRAM MANAGER authority shall extend to authorizing modifications to this Agreement as are mutually agreed upon in writing. For Modifications in which the CITY PROGRAM MANAGER reasonably believes will result in an annual increase in excess of \$250,000, concurrent approval of the BOARD is required.

The CITY PROGRAM MANAGER or designated representative shall provide interpretation of this Agreement, Task Directives, other directives, or communication to the CONTRACTOR.

Only instructions issued by the CITY PROGRAM MANAGER or designated representative shall be valid with respect to this agreement- its requirements, parts, and compensation.

The CITY shall upon issuance of NOTICE TO PROCEED, designate in writing its authorized representative (hereinafter referred to as the "CITY PROJECT MANAGER") on all matters within the scope of the work and the maximum obligation set forth herein. Any change in the CITY PROJECT MANAGER will be indicated in writing by the CITY PROGRAM MANAGER.

The CITY PROJECT MANAGER or a designated representative specified in writing will be available during normal business hours at the Bureau of Sanitation, Recycling Division. A representative will be on-call during this project for all hours other than normal business hours. The CONTRACTOR shall allow up to four (4) hours for response by the CITY PROJECT MANAGER to a request for an on-site visit.

5.2 TASK DIRECTIVE AND EXTRA WORK

The CITY will approve specific Projects and initiate some work by issuing a Task Directive (See Exhibit A). Prior to the issuance of the Task Directive, and prior to the commencement of work by CONTRACTOR, the terms, work activities, method of compensation, maximum cost, cost breakdown, deliverables, personnel engaged, and time schedule of the Task shall be negotiated with the Contractor and included in the Task Directive.

5.3 CITY RIGHT TO INSPECT

CITY supervision of the CONTRACTOR for the quality of service shall not constitute any entity relationship nor relieve CONTRACTOR of any of its obligations under this Agreement. CITY inspection and monitoring of the CONTRACTOR is for verification of the CONTRACTOR'S compliance with the terms of this Agreement. Such inspection does not constitute inspection for purposes of compliance or enforcement of applicable federal, state and local laws and regulations.

5.4 REQUEST FOR INFORMATION

If CONTRACTOR requires specific information for any work under this contract then the CONTRACTOR shall make a written request to the CITY at the time the CONTRACTOR discovers the need of such information. The CITY shall have the maximum of thirty (30) days and the minimum of seven (7) days from the date of receipt to respond in writing to any request. If the requested information is not available, the CITY shall designate the reason(s) such information is not available. Upon receipt of the CITY'S response the CONTRACTOR shall have ten (10) days to state the cost and schedule impact if any, such information may have on this Agreement.

In the event that said information is not delivered as specified above or that the information or standard plan(s) are discovered to be incorrect or misleading, CONTRACTOR shall give written notification to the CITY, within thirty (30) days after the discovery of such incorrect or misleading information and make notification of costs and schedule impact on this Agreement as well as recommendations for the correction of such incorrect or misleading information.

5.5 PROJECT MANAGEMENT

The CITY shall perform project management for this agreement. Notwithstanding any

description of the CITY'S project management functions the CONTRACTOR shall be responsible to perform project management functions of its own to maintain compliance with the scheduling and operation of collection events as required in this Agreement. A description of the project management functions performed by the CITY shall not limit or preclude the CITY from performing or modifying additional project management duties as required in conformance with this Agreement. Descriptions of the CITY'S obligations for project management in other portions of this Agreement shall be in conjunction with the requirements specified in this section.

ARTICLE 6 - TERM OF AGREEMENT

The initial term of this Agreement is to commence on the date of execution hereof by the duly authorized representative of the CITY and extend to November 30, 1995 unless terminated sooner as provided under Article 7 herein. In addition to the initial term of this Agreement, the Parties may by mutual written consent agree to extend the Agreement. If either party intends not to extend the Agreement the non-renewing Party shall notify the other party of its intent at least sixty (60) days prior to the expiration date of the existing term of the Agreement. The term of this Agreement including extensions shall not exceed three (3) years from the date of execution.

ARTICLE 7 - TERMINATION

7.1 BREACH OF CONTRACT

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected before the other party is given (1) not less than ten (10) calendar days' from the date of receipt of written notice as verified by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The party receiving the Notice of Intent to Terminate shall request in writing a consultation for cure. The terminating party shall have received the request for consultation within fourteen (14) days of the date upon the Notification of Intent to Terminate. If both parties agree that a cure may be achieved, the cure and a time to complete the cure will be specified in writing. At the end of the cure period the terminating party will send written notice stating if the cure has been realized or not realized. If the cure has not been realized, the contract will be terminated at that time, unless stated otherwise in the cure notice.

7.2 TERMINATION FOR CONVENIENCE

This Agreement may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar

days' written notice (delivered by certified mail return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The CONTRACTOR shall request in writing an opportunity for consultation. The CITY shall have received a request for consultation no more than fourteen (14) days from the date upon the Notification of Intent to Terminate.

7.3 PAYMENT ADJUSTMENTS

If termination for default is effected by the CITY because of the CONTRACTOR'S default an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY related to the performance of the Agreement and completion of assignments, excluding planned collection events.

If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed up to the date the Agreement is effectively terminated. The balance of the principal for the MHCF as established in the Rate Schedule in Exhibit B shall be included in the payment adjustments and the facility shall become the property of the CITY. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written contractual commitments executed prior to the termination.

7.4 DELIVERABLES AT TERMINATION

Upon receipt of a termination action under Sections 7.1 or 7.2 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement whether completed or in process.

7.5 CITY RIGHT TO CONTINUE

Upon termination under Sections 7.1 or 7.2 above, the recipient may take over the work and may award another party a contract to complete the remaining work under this Agreement.

7.6 ADJUSTMENTS TO REASON FOR TERMINATION

If after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Agreement price shall be made as provided in Section 7.3 of this article.

ARTICLE 8 - SUBCONTRACT APPROVAL

For the purposes of this Agreement, any business enterprise that is an MBE/WBE, or exceeds \$25,000 in monthly invoices shall be subject to the conditions of subcontract approval, affirmative action plan approval, and tracking as specified in Article 8, Article 9.2 and elsewhere in this Agreement. OBE's who do not supply services or materials directly to the CONTRACTOR and TSDF's shall not be subject to these requirements.

A copy of the subcontracts specified in the preceding paragraph shall be submitted to the CITY PROGRAM MANAGER within ten (10) days of NOTICE TO PROCEED showing the subcontractor's name, address, phone number, contact person, MBE/WBE/OBE status and ethnicity as applicable, BTRC number and dollar amount of each subcontract. If any subcontracts are not approved by the CITY PROGRAM MANAGER, the CONTRACTOR shall be given sixty (60) days from the date upon the Notice to Correct. The CONTRACTOR will be required to maintain MBE/WBE participation levels even by substitution if necessary.

8.1 SUBCONTRACTOR AFFIRMATIVE ACTION PLANS

Within ten (10) calendar days of NOTICE TO PROCEED the CONTRACTOR shall submit copies of the Affirmative Action Plans for all SUBCONTRACTORS to the CITY. The CITY shall review these plans and provide written comments to the CONTRACTOR denoting any deficiencies. Deficiencies must be corrected prior to subcontract approval.

8.2 APPROVAL OF FINAL DISPOSAL FACILITIES

A list of disposal facilities appropriately permitted and designated by the CONTRACTOR shall be delivered within ten (10) days of NOTICE TO PROCEED to the CITY PROGRAM MANAGER. Thirty (30) days after NOTICE TO PROCEED the CONTRACTOR shall meet with the CITY PROGRAM MANAGER to discuss this list. The CITY PROGRAM MANAGER shall review each facility to determine if the CITY will not allow waste disposal at the facility. The CITY shall have ninety (90) days upon receipt to review the Disposal Facility List. The Facility Disposal List shall be updated at least every six months.

In the event that the CITY shall not allow disposal of hazardous waste at a facility submitted on the Disposal Facility List, the CITY shall submit to the CONTRACTOR via certified mail a

Notice of Prohibition. The CITY shall designate another facility from the facility disposal list for consideration by the CONTRACTOR which the CONTRACTOR may use. Alternatively the CONTRACTOR may use another facility on the Facility Disposal List.

The CONTRACTOR shall have ninety (90) days from the date upon the Notice of Prohibition to implement the prohibition of disposal of CITY generated hazardous waste at a prohibited facility.

The CONTRACTOR shall have thirty (30) days from the date upon the Notice of Prohibition regarding a facility to submit to the CITY PROGRAM MANAGER a written protest regarding the CITY PROGRAM MANAGER'S decision to prohibit use of a facility. The CITY shall have thirty (30) days upon receipt of the CONTRACTOR'S protest via certified mail to review and respond in writing to the CONTRACTOR's protest.

In addition thirty (30) days from the date upon the Notice of Prohibition, the CONTRACTOR shall submit to the CITY PROGRAM MANAGER a revised Rate Schedule reflecting any changes in disposal costs for the impacted waste streams. The CITY PROGRAM MANAGER shall have thirty (30) days upon receipt to review the rate changes submitted. The CITY PROGRAM MANAGER and CONTRACTOR shall discuss the changes. The CITY PROGRAM MANAGER shall approve, a rate change of less than or equal to twenty (20%) percent and will not require supporting documentation. Any rate change above twenty (20%) percent shall be accompanied by the CONTRACTOR'S documentation of the additional costs. In no case shall the rate change exceed fifty (50%) percent except for Exotic Waste Streams which shall be accompanied by the CONTRACTOR'S documentation of the additional handling costs and such rate change is discussed and agreed to by the CITY PROGRAM MANAGER.

The markup to the disposal cost includes compensation to the CONTRACTOR for additional costs incurred in monitoring and precluding CITY waste from shipment to a prohibited facility such as drum storage, drum handling, and administrative costs. The markup shall be in addition to an increased fee for disposal at the designated alternate facility.

At the CITY PROGRAM MANAGER'S discretion a facility may require a visit by the CITY PROGRAM MANAGER and other staff as necessary to determine approval of the facility for final disposal approval. Where the CITY PROGRAM MANAGER has determined that a visit to the facility is required, approval of the facility shall be held until such time as a site visit may be completed by the CITY.

At the CITY PROGRAM MANAGER'S discretion a facility information package prepared by the CONTRACTOR, based on the most recent facility visit, may be required for approval of the facility as a final disposal facility. No warranty, guarantee or recommendation is implied by the CONTRACTOR regarding the facility specified in the package. This information provides to the CITY the supporting documentation which led the CONTRACTOR to its decision regarding

the facility. This package shall contain where available the following information:

- Corporate Organization and Management Structure
- Facility size and type (including treatment process).
(Site and facility location, training programs, operations).
- Permit status and date issued.
- Waste types permitted.
- A list of violations recorded in the public record for the past three years.
- Liability insurance and fund type.
- Post Closure Estimate and Fund type.
- PRP Actions or Litigations
- Environmental Monitoring performed at the site.
- Planned or Operating Environmental Remediation

In the event the CONTRACTOR ships waste to a non-approved facility, the CITY shall not be obligated to pay for disposal of the waste sent to the non-approved facility and other related handling charges. The CONTRACTOR shall pay the costs of the CITY to review and visit the non-approved facility according to the Rate Schedule set forth in Exhibit B. If the CITY does elect to approve the facility then the CONTRACTOR may be paid for the disposal of waste at the facility prior to approval at the amount set forth in the Rate Schedule in Exhibit B and without additional fees, or costs. The CITY shall only be obligated for payment of wastes shipped within ninety (90) days prior to approval of the non-approved facility.

At the CITY PROGRAM MANAGER's discretion, a specific waste may be approved for disposal at a non-approved facility capable of handling that waste. Written permission to dispose of a specific waste at a non-approved facility may be provided by the CITY within (5) days of receipt of written notification by the CONTRACTOR to the CITY PROGRAM MANAGER that such a need exists. The CONTRACTOR must indicate in writing to the CITY PROGRAM MANAGER that no facility on the approved list may receive the waste in question at the time it is ready for final disposal and the normal approval process cannot be followed for the waste in question. The CONTRACTOR shall be reimbursed by the CITY for the material to be handled at a non-approved facility according to the Rate Schedule - Exhibit B - Other Waste Rate.

8.3 PROPOSED SUBCONTRACTORS

The following subcontractors have been proposed by the CONTRACTOR to be used in this project. The amounts and percentage of contract amount are based on estimates of the cost of operating this program annually. The adjusted cost amount is based upon the CITY estimated annual cost of operating the program minus the cost for disposal and transportation of waste. Transportation and disposal costs have been segregated from the contract total for MBE/WBE participation because there are no qualified local MBE/WBE firms available.

Annual estimated program cost:

\$2.6 million

Transportation and disposal average cost:

66.8% of program cost

Adjusted cost for MBE/WBE participation evaluation:

33.2% @ \$863,200

The CONTRACTOR shall submit a list thirty (30) days after NOTICE TO PROCEED containing the name, address, phone number, contact person, BTRC and Vendor number, Ethnicity and type of service of the following MBE/WBE firms and include OBE's (excluding TSDF's) whose monthly invoice is expected to exceed \$25,000.

Sub Contractors are as follows:

MBE FIRMS:	\$Amount	Adjusted Contract %
West L.A. Personnel		
Unskilled Labor	\$143,000	16.5%
Semi-skilled Labor	\$ 40,000	4.6%
	MBE/Hispanic	
Aramey Services Inc.	\$ 25,000	2.8%
Security	MBE/Asian Pacific	
Frank's Disposal	\$ 15,600	1.8%
Rubbish Disposal	MBE/Hispanic	
TOTAL MBE Participation	\$223,600	24.7%

WBE FIRMS:

PDQ Personnel Services	\$ 40,000	4.6%
TOTAL WBE Participation	\$ 40,000	4.6%

The following business enterprises are possible alternate or additional MBE/WBE vendors that may be used by the CONTRACTOR in the performance of work under this program:

Amazon Environmental Skilled Personnel and Hazardous Waste Broker	WBE
Arm Security Services, Inc. Security Services	MBE
Carson Enterprises, Inc. Guard Services	WBE
Eagle Distribution Industrial Supplies Sales	MBE
Hispanic Group Advertising, Inc., The Advertising and Marketing	WBE
J. Torres Co. Trucking	MBE
Keilani Tom Design Association Environmental Graphics/Printing	MBE/WBE
Unicorn Express Food Service, Catering	MBE/WBE
Windlines Banner Flags	WBE

All of the above listed firms are listed on the Approved MBE/WBE list prepared by the CITY in May, 1992.

ARTICLE 9 - COMPENSATION, INVOICING AND PAYMENT

9.1 COMPENSATION

CONTRACTOR agrees to perform the work specified in Section 4.7, and CITY shall compensate CONTRACTOR on a UNIT RATE basis with payment to be made in accordance with the Rate Schedule shown in Exhibit B. Charges will be limited to those individuals that are directly involved with the production and management of the services described in Section 4.7. The Cost Ceiling for this Agreement is \$ 10,000,000.

9.2 PAYMENT AND INVOICING

9.2.1 Mobile Collection Program Invoice Schedule

CONTRACTOR shall submit to the CITY PROGRAM MANAGER an original and three (3) copies of an itemized invoice as shown in the example in Exhibit E, within thirty (30) days of the completion of each event, containing detailed accounts listing the following information, known as Invoice Items:

- Transportation costs
- Disposal, recycle, and storage costs
- Other expenses incurred for each event
- MBE/WBE/OBE amounts invoiced
- MBE/WBE/OBE Utilization Profile Form (Exhibit E)

- The name of the company
- Company address
- Company phone number
- Name of contact person
- Ethnicity
- Business tax registration certificate (BTRC) number of each subcontractor used.

Invoices containing additional services shall also provide the following information:

- Employee name
 - task and job activity
 - number of hours spent
 - unit rate per hour

- Itemized unit rates of all supplies and materials used

Documents submitted to support the Invoice Items constitutes the submission of supporting information such as original or wet stamped 'original' invoices, sign in/out sheets, and other similar or related documents.

MBE/WBE/OBE amounts invoiced shall be documented by providing an original or certified original invoice. Items listed on the Rate Schedule - Exhibit B shall not require documentation to support invoiced amounts; however, the CONTRACTOR shall maintain records documenting hours worked for all time invoiced at the UNIT RATE. These records shall be available for audit per Section 4.6 - Right to Audit.

Items invoiced that are not included in the Rate Schedule shall be documented by timesheets, original invoices, and/or other documentation that shall show the cost (plus standard markup as set forth in the Rate Schedule - Exhibit B) is an expense related to the project and allowable.

The MBE/WBE/OBE Utilization Profile Form (Exhibit E) shall be provided with information for all MBE/WBE businesses utilized. In addition the CONTRACTOR shall provide the same information for OBE's whose monthly invoice exceed's \$25,000 for services and or materials related to this project (excluding TSDF's).

(a) Disputes for Invoice Amounts

Submittal of the listed information in Section 9.2.1 shall constitute a complete invoice. However, should the CITY PROGRAM MANAGER request other documentation to support a disputed amount and/or item, that material shall be submitted as a condition of the invoice review process to the CITY PROGRAM MANAGER. The CITY and CONTRACTOR shall discuss the nature and content of such supporting information as may be required in all succeeding invoices.

Any invoices under review for which supporting information is required shall be held by the CITY. The CITY shall notify the CONTRACTOR of the deficiency in the Invoice. The CONTRACTOR shall submit in writing to the CITY PROGRAM MANAGER its corrected invoice or required supporting information. During this time no further processing of the invoice will occur. The CITY shall not be obligated to process the invoice according to any schedule until such time as the required supporting information or a corrected invoice is submitted by the CONTRACTOR. The review process shall begin again when the CONTRACTOR submits to the CITY PROGRAM MANAGER in writing the supporting information or corrected invoice.

(b) New Invoice Item(s)

In the event that the CITY shall issue a written request for information not listed in one of the items above in Section 9.2.1, the CONTRACTOR shall comply with this request

for all subsequent invoices following fifteen (15) days after notification of the requirement for a new Invoice Item. Date of notification shall be the date on the notification letter. Such requirements shall not apply to invoices already received by the CITY PROGRAM MANAGER. The CONTRACTOR upon receipt of notification of new invoice requirements shall have fifteen (15) days to submit a written notification to the CITY PROGRAM MANAGER of additional costs associated with preparing the required information.

(c) Invoice Processing Schedule

Payments shall be made upon the submission and approval of each invoice by the CITY PROGRAM MANAGER or his authorized representative. If the invoices are properly prepared and submitted pursuant to ARTICLE 9, fifteen (15) days after receipt the CITY PROGRAM MANAGER shall approve the Invoice. A good faith effort will be made to process payments within sixty (60) days after CITY PROGRAM MANAGER approval. The review and payment process schedule, as shown shall be followed unless the invoice is on hold pending correction of a deficient invoice. If invoices are not properly submitted pursuant to ARTICLE 9, then a new approval period of fifteen (15) days will begin upon completion of the method of correction by the CONTRACTOR and the CITY PROGRAM MANAGER'S receipt of the corrections. No expedition of payment or explanation of payment progress will be made within the total seventy five (75) day processing period.

9.2.2 Task Directive Compensation

Compensation for each TASK DIRECTIVE will be either on a Time and Material (TM) or Lump Sum (LS) basis. The method and amount of compensation will be determined by the CITY PROGRAM MANAGER for each TASK DIRECTIVE. The total compensation established for each TASK DIRECTIVE shall not be exceeded unless the CITY PROGRAM MANAGER or his/her designee has first given approval in writing.

(a) Task Directive - Lump Sum

A TASK DIRECTIVE (LS) shall be used for work extending longer than thirty (30) days. The CITY PROGRAM MANAGER has sole discretion to issue a TASK DIRECTIVE (LS). Prior to issuance of a TASK DIRECTIVE (LS), the CITY PROGRAM MANAGER shall issue a Notice of Intent to Issue a TASK DIRECTIVE (LS). The Notice of Intent shall contain the information as shown in Exhibit A. The CONTRACTOR shall have thirty (30) days to review the Notice of Intent and return the Notice of Intent with comments. If comments are made to the Notice of Intent requiring revision of the TASK DIRECTIVE (LS), the CITY shall have thirty (30) days to make changes and re-issue the Notice of

Intent. If further changes are required the CITY may make revisions and re-issue the Notice of Intent according to the review cycle just described until such time as no changes are required.

If no further revisions are necessary a TASK DIRECTIVE (LS) will be issued for signature by the CITY PROGRAM MANAGER and the CONTRACTOR. Upon signing the TASK DIRECTIVE (LS) the CONTRACTOR agrees that the compensation provided for in part D of the TASK DIRECTIVE (LS) represents full compensation for all costs and time for the scope of work performed. The CITY and CONTRACTOR shall each retain a signed original. The CONTRACTOR shall have fourteen (14) days from date of signature to begin work as shown in the scope of work for the TASK DIRECTIVE (LS).

At any time the CITY may decide not to issue a TASK DIRECTIVE (LS). The CONTRACTOR shall not have claim for any compensation related to preparation of the TASK DIRECTIVE including, estimates prepared, review, engineering, or other services used to review and comment on the Notice of Intent.

If it is determined that the Scope of Services defined in the TASK DIRECTIVE shall require performance beyond thirty (30) days duration, the TASK DIRECTIVE (LS) shall specify a progress payment method for submitting invoices. Progress payment invoices shall be in conformance with Section 9.2.1.

A TASK DIRECTIVE (LS) Invoice shall be prepared for each individual TASK DIRECTIVE upon completion of the Scope of Work or according to the progress payment schedule specified in the TASK DIRECTIVE (LS). The CONTRACTOR shall submit an original and three (3) copies of an invoice for each respective TASK DIRECTIVE (LS) to the CITY PROGRAM MANAGER. The invoices submitted for a TASK DIRECTIVE (LS) shall be in accordance with the requirements of Section 9.2.1. including the review process. Each TASK DIRECTIVE shall specify the invoicing requirements including Section 9.2.1.

b) Task Directive - Time and Material

A TASK DIRECTIVE (TM) shall be used only for immediate need or short-term work as decided by the CITY PROGRAM MANAGER. In no case shall the length of work to be performed exceed thirty (30) days. Although a job directive may describe work to be performed, all compensation shall be based on a TASK DIRECTIVE issued in a format as shown in Exhibit A. A TASK DIRECTIVE (TM) shall be compensated for time and material based on the UNIT RATE as established by the Rate Schedule shown in Exhibit B, with a Not-to-Exceed amount established by the CITY PROGRAM MANAGER. The CITY shall not be obligated for costs in excess of the Not-to-Exceed amount. The

CONTRACTOR shall notify the CITY immediately in writing upon discovery that cost(s) will exceed the TASK DIRECTIVE Not-to-Exceed amount. The CITY PROGRAM MANAGER may raise the Not-to-Exceed amount at any time it is deemed necessary.

Upon issuance of the TASK DIRECTIVE (TM) the CONTRACTOR shall have thirty (30) days to review. If revisions are required the CITY shall have thirty (30) days to re-issue the TASK DIRECTIVE (TM). The CONTRACTOR shall have thirty (30) days to review the TASK DIRECTIVE (TM). If no further revisions are necessary then the CITY PROGRAM MANAGER and the CONTRACTOR shall sign the TASK DIRECTIVE (TM) and each retain an original. If further revisions are necessary the CITY may make the revisions and send them for the CONTRACTOR for review and approval, or the CITY PROGRAM MANAGER may sign the TASK DIRECTIVE (TM) and send an original to the CONTRACTOR. Upon signing the TASK DIRECTIVE (TM) the CONTRACTOR agrees that the compensation provided for in part D of the TASK DIRECTIVE (TM) represents full compensation for all costs and time for the scope of work performed.

With respect to TASK DIRECTIVE (TM) invoices, CONTRACTOR shall submit an original and three (3) copies for each respective TASK DIRECTIVE, by detailing the services performed, the name of the person performing the services, the job/grade classification of the person performing the services, the rate of compensation per hour and an itemized listing of authorized expenses incurred. All invoices shall include any other details or supporting information for direct expenses and costs associated with the TASK DIRECTIVE. Information shall include but not be limited to the information shown in Section 9.2.1. The requirements and review process as shown for Section 9.2.1 shall apply to all TASK DIRECTIVE (TM) invoices. The TASK DIRECTIVE shall specify the invoicing requirements including Section 9.2.1.

9.2.3 Extra Work

(a) General

1. Requirements for Extra Work

Extra Work shall be that work required in addition to or which constitutes a deviation of the work described in Article 3 - Project Description. Compensation for Extra Work shall be based upon a written Extra Work Order issued by the CITY PROGRAM MANAGER. The CITY PROGRAM MANAGER has the right to issue a directive for Extra Work - an Extra Work Order. Each Extra Work Order shall be individually

numbered. The CONTRACTOR shall indicate acceptance of the Extra Work Order by signing and returning the Extra Work Order to the CITY within fourteen (14) days of receipt. Acceptance of the Extra Work Order includes accepting the stipulated compensation as full and final payment for all labor, materials, equipment, and time for the stipulated work.

2. Cost Adjustment and Compensation

Extra Work will ordinarily be paid for at a lump sum or unit price established in accordance with Subsection 9.2.3 (a) 4., agreed upon in writing by the CITY PROGRAM MANAGER and the CONTRACTOR before the Extra Work Order is issued. If in the judgement of the CITY PROGRAM MANAGER (because of the nature of the work or for any other reason) it is impractical to fix the price or to adjust the time for completion of the Agreement, the CITY PROGRAM MANAGER may provide payment on the basis of cost-plus pursuant to Subsection 9.2.3 (a) 3.

Any Extra Work in excess of Fifty-Thousand (\$50,000.00) dollars shall require approval of the BOARD prior to the commencement of such extra work by the CONTRACTOR.

All Invoices for Extra Work shall be in accordance with the requirements of Section 9.2.1.

3. Extra Work- Cost Plus

Extra Work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the CITY PROGRAM MANAGER, plus allowances for all field and home office overhead and profit.

All labor, equipment, and materials allocated to the Extra Work by the CONTRACTOR shall have written approval by the CITY PROGRAM MANAGER prior to use on the Extra Work Order.

The actual necessary cost of the Extra Work will be based on labor, materials, and equipment used on the Extra Work and computed in accordance with Subsections 9.2.3 (b), (c), and (d). Superintendence, insurance premiums, taxes, and other general expenses are included under the overhead and profit allowance described below and shall not be included in the computation of actual necessary cost of the Extra Work.

Labor, materials, and equipment may be furnished by the CONTRACTOR or by a subcontractor. The CONTRACTOR shall be entitled to a markup

for profit and overhead of fifteen (15%) percent for all labor, materials, and equipment. When all or any portion of the Extra Work is performed by a Subcontractor, that part of the Extra Work that is performed by the Subcontractor shall receive the fifteen (15%) percent markup plus an additional service markup for the CONTRACTOR of five (5%) percent. The CONTRACTOR shall be entitled to receive the fifteen (15%) percent for the unsubcontracted part of the work with no additional service markup. Regardless of the number of hierarchical tiers of subcontractors, the overhead and profit allowance may be applied one time only for each separate Extra Work Order. In no case shall the total markup be greater than twenty (20%) percent.

The CONTRACTOR shall furnish the CITY PROGRAM MANAGER daily report sheets covering the direct costs of labor, materials and charges for equipment. The daily report sheets shall be signed by the CONTRACTOR. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type, and identification number of equipment, and hours operated; material, type, and quantity used. The CITY PROGRAM MANAGER will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment of the work performed.

(b) Labor

At such time as additional labor rates (CONTRACTOR or SUBCONTRACTOR) not found in the Rate Schedule in Exhibit B shall be required for the Extra Work, the CONTRACTOR shall provide rate schedules to the CITY PROGRAM MANAGER for review and approval prior to the commencement of any Extra Work. All labor rates shall constitute full compensation rates for labor including but not limited to burden and benefits such as health, travel, subsistence, insurance and social security.

Labor time shall be the time spent engaged in the Extra Work. An allowance for travel time shall be allowed for travel beyond the area comprised of the Northern Los Angeles County border to the north, the California State border to the east, the California State border to the south and the oceanshore to the west.

(c) Materials

Where applicable the cost of all materials shall be the unit rate found in the Rate Schedule in Exhibit B, otherwise the cost of all materials shall be according to

original vendor's invoice(s) or wet stamped 'original' invoice(s) supplied with the daily reports. If an invoice is not available, cost shall be according to replacement value including applicable discounts as determined by the CITY PROGRAM MANAGER.

(d) Equipment

The CONTRACTOR will be paid for the use of equipment at the rental rate as established by original invoice(s) or wet stamped 'original' invoice(s) or shown in the Rate Schedule in Exhibit B for the actual work performed or an equivalent rate determined by the CITY PROGRAM MANAGER. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR'S control through direct ownership, leasing, renting, or another method of acquisition.

1. Rental Rate and Equipment Condition

The Rental rate shall constitute full compensation for equipment use exclusive of labor and include all costs of operation and maintenance including but not limited to fuel, lubrication, insurance, repairs, etc.

Each piece of equipment for which compensation is requested shall be individually identified.

No payment will be made for individual pieces of equipment or tools having a replacement value of \$250 or less, whether or not consumed by use and shall be considered to be small tools.

2. Rental Time

The rental time to be paid for equipment on the work shall be the time the equipment is available for productive operation on the Extra Work being performed.

9.2.4 Cost Ceiling

CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the Cost Ceiling set forth. CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise to incur costs in excess of the Cost Ceiling set forth unless and until CITY shall have notified CONTRACTOR in writing that such Cost Ceiling has been increased and shall have specified in such notice an estimated Cost Ceiling which shall thereupon

constitute the cost of performance of this Agreement. In the absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the Cost Ceilings set forth, whether those excess costs were incurred during the course of the Agreement or as a result of termination.

9.2.5 Allowance for Costs after Ceiling Increase

When and to the extent that the Cost Ceiling set forth has been increased, any costs incurred by CONTRACTOR in excess of the Cost Ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless CITY issues a termination or other notices and directs that the increase is solely for the purpose of covering termination or other specified expenses.

Any compensation to the CONTRACTOR in excess of the Cost Ceiling whether for termination or in continuance of work shall be according to the Rate Schedule set forth in Exhibit B.

9.2.6 City Limited to Obligation of Present Appropriation

CITY liability under this contract shall only be to the extent of the present appropriation to fund the Agreement. No action, statement or omission of any officer, agent or employee of CITY shall impose any obligation upon CITY, such officer, agent or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Agreement.

No work shall create an immediate indebtedness and indebtedness shall not arise against CITY for said work until and unless there is an appropriation of funds to pay for said work. CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under this Agreement shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Agreement.

9.2.7 Rate Schedule

The Rate Schedule as shown in Exhibit B shall remain valid until November 30, 1994. The authority of the CITY PROGRAM MANAGER and the CONTRACTOR PROGRAM MANAGER shall extend to modifications of the Rate Schedule as mutually agreed upon in writing.

By September 1, 1994 the CONTRACTOR may submit to the CITY a revised Rate Schedule to negotiate increased rates. The Revised Rate Schedule will reflect cost

increases as documented by the CONTRACTOR'S labor, material, and transportation costs between January 1, 1993 and July 1, 1994. The adjustment to the Rate Schedule to establish the Revised Rate Schedule will be based on the percentage changes in cost as shown by increases for the following items found in the Rate Schedule in Exhibit B.

- I Lump Sum Charges - Midpoint of the CONTRACTOR'S salary range for a Technician II.

- II Unit Rate Charges -
 - 3) Transportation - Transporter's Published Rate Sheet.
 - 4) Drums, Labels, Absorbent, Shipping Documents - Actual Vendor Drum Invoices.

 - 7) Additional Service Charges -
 - a) Labor - Midpoint of the CONTRACTOR'S applicable salary range.
 - b) Equipment - According to the Transportation adjustment.
 - c) Materials and Supplies - Actual invoices for Tyveks.
 - 8) Site Selection - The midpoint of the CONTRACTOR'S PROJECT MANAGER'S SALARY RANGE
 - 9) Site Security - Actual invoices for security.
 - 13) Reports - Midpoint of the CONTRACTOR'S Administrator's salary range.
 - 14) Environmental Information Package - Midpoint of the CONTRACTOR'S consultant's salary range.

9.3 COSTS OF CONTRACTOR INCURRED PRIOR TO FULL EXECUTION OF THIS AGREEMENT

Costs incurred by CONTRACTOR prior to the actual date of full execution of this Agreement shall only be payable to CONTRACTOR if said costs were incurred in completing any task specifically authorized by this Agreement and said costs are reviewed and approved by the CITY as detailed in Section 9.2 above and said approval for payment occurs after this Agreement is fully executed.

ARTICLE 10 - CHANGES OR MODIFICATIONS

Changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto.

ARTICLE 11 - RIGHT TO CONTRACT

The CITY may perform, with its own forces or award to other contractors, work of a similar or related nature. The CITY has the right to initiate and make agreements with other contractors for hazardous materials and hazardous waste management services for any of the CITY'S hazardous waste programs.

ARTICLE 12 - INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of CONTRACTOR or its subcontractors of any tier.

12.2 INSURANCE

12.2.1 General Conditions

During the term of this Agreement and without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on Exhibit G hereto covering its operations hereunder subject to the following conditions:

(a) Additional Insured / Loss Payee

CITY, its Board, Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Worker's Compensation/Employer's Liability, Professional Errors and Omissions, second-party legal liability coverage (such as Fire Legal) and Owners and Contractors Protective Liability, in which latter case the CITY shall be the Named Insured. CITY shall be named Loss Payee As Its Interest May Appear in all required property, fidelity or surety coverage.

(b) Insurance Requirements

All insurance required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

(c) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

(d) Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.

(e) 30-Day Notice

With respect to the interests of CITY, such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery (e.g., certified mail-return receipt, courier or telegram) has been given to City Attorney Insurance & Bonds, 1800 City Hall East, 200 North Main Street, Los Angeles, CA 90012-4168 and the CITY PROGRAM MANAGER.

(f) Prior Approval

Evidence of insurance shall be submitted to and approved by City Attorney and City Risk Manager prior to commencement of any work or tenancy under this Agreement.

(g) Acceptable Evidence

The appropriate City Special Endorsement forms, attached hereto as Exhibit H, are the preferred form of evidence of insurance. Alternatively, CONTRACTOR may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney and City Risk Manager containing language which complies with subparagraphs a through f above. With respect to professional liability insurance, either a signed copy of the Policy Declarations Page or a letter from CONTRACTOR's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the CITY as specified in subparagraph (e) will satisfy this requirement.

(h) Severability of Interest

Except with respect to the insurance company's limits of liability each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

(i) Renewal

Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence as specified in paragraph a through h above, must be submitted.

12.2.2 Aggregate Limits/Blanket Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR not related to this Agreement, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in CONTRACTOR's best judgment may diminish the protection such insurance affords CITY. Further, CONTRACTOR shall

immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

12.2.3 Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by CITY upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

12.2.4 Modification of Coverage

CITY reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

12.2.5 Failure to Procure Insurance

The required coverage and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

12.2.6 Underlying Insurance

CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agent and sub-consultants, if any, to protect CONTRACTOR's and CITY's interest, and for ensuring that such persons comply with any applicable insurance statutes. CONTRACTOR is encouraged to seek professional advice in this regard.

12.2.7 Worker's Compensation

By signing this Agreement, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that all will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

The CONTRACTOR shall provide a Waiver of Subrogation on behalf of the CITY for all CONTRACTOR personnel including subcontractors.

ARTICLE 13 - INDEPENDENT CONTRACTORS

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONTRACTOR

14.1 WORK QUALITY

CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

14.2 WORK CORRECTIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in the services provided.

14.3 WORK REQUIRED

CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement.

14.4 CONTRACTOR LIABILITY

Except as specified in Article 11 and as otherwise provided in this Agreement, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement, except for errors, commissions or other deficiencies to the extent attributable to CITY, CITY-furnished data or any third party.

ARTICLE 15 - OWNERSHIP OF DATA

15.1 CITY OWNERSHIP OF DATA

CONTRACTOR acknowledges that all source code, programs, creative efforts, reports, studies, materials, calculations, exhibits, plans, test data, electronic data, draft notes, and any and all other documents or data, which were prepared by, provided by, or required of CONTRACTOR in the performance of work, shall become the property of City upon completion and acceptance thereof by the Manager, and/or upon the cancellation or termination of the Agreement as provided for in Article 7 this Agreement and may not be copyrighted or otherwise utilized by CONTRACTOR or any of its subcontractors for any purposes other than required by the term of the Agreement. CONTRACTOR may retain a copy of such documents for its records.

15.2 CITY RIGHT TO USE DATA

The CITY shall have the right to use and distribute any or all documents, data, source code, programs, creative efforts, originated and prepared exclusively for the CITY under this Agreement, at its sole discretion, without further compensation to the CONTRACTOR. CONTRACTOR must first obtain CITY PROGRAM MANAGER'S written permission before using or releasing any or all of the information prepared by CONTRACTOR for CITY under the terms of this Agreement.

15.3 CONFIDENTIALITY OF INFORMATION

Contractor shall not divulge in any manner any knowledge or material which it has been notified in writing by the CITY PROGRAM MANAGER or his/her staff to be of a proprietary or confidential nature.

15.4 CONTRACTOR SOFTWARE- PRIOR DEVELOPMENT

Software developed by the CONTRACTOR prior to this agreement and furnished to the CITY for use on this project shall remain the copyright of the CONTRACTOR. The CONTRACTOR shall license the CITY to copy and use such software without limit for its own uses.

15.5 CONTRACTOR SUPPLIED SOFTWARE

The CITY and the CONTRACTOR shall be responsible for abiding by all copyright laws and license agreements for software purchased by the CONTRACTOR for CITY use. All such software shall list the CITY as the authorized owner of the software license.

ARTICLE 16 - NONDISCRIMINATION AND AFFIRMATIVE ACTION

16.1 NONDISCRIMINATION FOR CONTRACTOR AND SUBCONTRACTORS

CONTRACTOR agrees and obligates itself not to discriminate during the performance of this Agreement against any employee or applicant because of race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts awarded under this Agreement shall contain a like nondiscrimination clause.

16.2 AFFIRMATIVE ACTION

CONTRACTOR and CITY acknowledge that the specific Affirmative Action Program which

15.2 CITY RIGHT TO USE DATA

The CITY shall have the right to use and distribute any or all documents, data, source code, programs, creative efforts, originated and prepared exclusively for the CITY under this Agreement, at its sole discretion, without further compensation to the CONTRACTOR. CONTRACTOR must first obtain CITY PROGRAM MANAGER'S written permission before using or releasing any or all of the information prepared by CONTRACTOR for CITY under the terms of this Agreement.

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16.2 AFFIRMATIVE ACTION

CONTRACTOR and CITY acknowledge that the specific Affirmative Action Program which

CONTRACTOR agrees to execute and abide by, has been filed with and approved by the CITY's Board of Public Works Office of Contract Compliance.

ARTICLE 17 - MINORITY/WOMEN BUSINESS ENTERPRISE AND OTHER BUSINESS OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority/Women and other Business Enterprise firms on a level so designated per this Agreement as shown in Article 8.3 and further certifies that it has complied with Executive Directive 1-C. CONTRACTOR shall not change any of these designated subcontractors, or reduce their level of effort, without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment of the contract shall be made without written consent of the parties to this Agreement which consent shall not be unreasonably withheld.

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be made by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Mobile HHW Collection Program,
Attn: Project Manager

Address: Recycling and Waste Reduction Division
419 S. Spring St. Suite 800
Los Angeles, CA 90013

To The CONTRACTOR:

Contact Person:HHW Program Manager

Address: Greenfield Services Corporation
5964 La Place Ct. #150
Carlsbad, CA 92008

ARTICLE 20 - FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Agreement, if such failure shall be due to causes beyond CONTRACTOR's or the CITY's control. Such causes include but are not limited to: strikes, fire, flood, major earthquakes, civil disorder, acts of God or of the public enemy, acts of federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Due to the nature of the material handled by this agreement and the active involvement of the public in these activities this protection from responsibility and liability shall extend to Inclement Weather. Inclement Weather shall constitute conditions wherein the National Weather Service has implemented a Flash Flood Watch or Severe Storm Warning for any portion of the Mobile Collection Facilities's operations area. Inclement Weather shall also include snowfall or icy conditions whereby the operation site and surrounding roadways are deemed to be unsafe and travel upon local highways is discouraged by CHP.

ARTICLE 21 - SEVERABILITY

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

ARTICLE 22 - DISPUTES

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 - ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or agreement, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 24 - GOVERNING LAW

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be governed by, enforced, and interpreted under the law of the State of California and the City of Los Angeles.

ARTICLE 25 - SOUTH AFRICA

25.1 GENERAL

This agreement is subject to the City's Anti-apartheid Ordinance, Section 10.31 *et seq*, Article 5, Chapter 1, Division 10 of the Los Angeles Administrative Code. The Ordinance restricts the City from contracting for goods and services with persons or entities doing business in or with South Africa and requires contracting parties to submit a statement under penalty of perjury regarding their South Africa business connections. See 25.2, infra for the City's contract termination rights under the ordinance.

25.2 TERMINATION

Under the provision of Section 10.31.5, Article 5 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Agreement and to refuse payment to the CONTRACTOR for services performed, if the CITY determines that such CONTRACTOR was ineligible under said Article at the time of entering into this Agreement or became ineligible thereafter.

ARTICLE 26 - LOS ANGELES CITY BUSINESS TAX REGISTRATION

CONTRACTOR represents that it will obtain the Business Tax Registration Certification(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, or the Los Angeles Municipal Code). CONTRACTOR shall maintain, or obtain as

necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended. CONTRACTOR's failure to meet this requirement may be deemed a material breach of this Agreement.

ARTICLE 27 - EMPLOYMENT AND TRAINING POLICY

This agreement is subject to Executive Directive No. 57. This Directive requires CONTRACTOR contracts of \$500,000 or more to submit a Job Training Partnership Act Declaration Form.

ARTICLE 28 - CHILD CARE POLICY

CONTRACTOR has complied with the City Child Care Policy by submitting a Child Care Policy Declaration Statement. The City Child Care Policy is designed to address the development and implementation of child care policies and practices by vendors.

IN WITNESS WHEREOF, the parties here to have executed this Agreement on the day and year written below.

CITY OF LOS ANGELES (CITY)

CONTRACTOR FIRM NAME

GREENFIELD SERVICES CORPORATION

By: _____

By: *[Signature]*

Title: President, Board of Public Works

Title: *V. and Co.*

By: _____

By: *[Signature]*

Title: Commissioner, Board of Public Works

Title: *Pres. CEO*

By: _____

ATTEST: Elias Martinez, City Clerk

Title: Commissioner, Board of Public Works

APPROVED AS TO FORM:

James K. Hahn, City Attorney

By: *[Signature]*

Lauren S. Arky
Deputy City Attorney

Title: _____

DO NOT SIGN!

Please call: Board Report Section
(Bureau of Sanitation)
Ext. 5-5746

re: Date _____ RPT# _____

for delivery of original documents
when this contract is ready for
execution.

EXHIBIT A
SAMPLE TASK DIRECTIVE

EXHIBIT A

SAMPLE TASK DIRECTIVE
Or
EXTRA WORK ORDER

Contractor Name: _____

City Agreement Number: _____

Task Directive Number: _____

Extra Work Order Number: _____

A. Scope of Work

Subject to the provisions of the above-referenced Agreement, Contractor is hereby authorized to perform the following services:

B. Time Schedule

The above services shall commence on _____ and shall be completed on or before _____. Contractor shall observe the following Project milestones and/or provide the following deliverables in the performance of this Task Directive:

Activity or Deliverable

Due Date

C. Project Manager and Assigned Personnel

It is estimated that the following personnel will be utilized to perform the services described herein (list each person's job classification, rate per hour, estimated number of hours to be worked, and estimated total labor cost for the Task Directive):

D. Compensation

1. As compensation for the satisfactory performance of the services required by this Task Directive for expenses incurred and authorized below the City shall pay Contractor a sum not to exceed \$ _____.
2. Per Article 9 of the above-referenced Agreement compensation shall be on a (time and material/lump sum fee basis) and shall be invoiced accordingly.

3. The following Contractor expenses shall be reimbursed by City per Article 9 of the above-referenced Agreement (If none, so state):

E. Miscellaneous

In accordance with Article 9, COMPENSATION, INVOICING AND PAYMENT, the CITY and CONTRACTOR agree that this Task Directive or Extra Work Order constitutes full and mutual accord and satisfaction for all time, all costs, and all impact related directly or indirectly to this Task Directive or Extra Work Order. By acceptance of this Task Directive or Extra Work Order, the CONTRACTOR hereby agrees that the Task Directive or Extra Work Order represents the full and equitable adjustment owed under the Agreement, and further agrees on behalf of their own behalf and all subcontractors, to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Task Directive or Extra Work Order or the cumulative effect of this modification on the performance of the overall work under the Agreement.

If this is an Extra Work Order in excess of Fifty-thousand Dollars this work was approved by the BOARD on _____.

AUTHORIZATION:

City's Representative

Date

Contractor's Representative

Date

EXHIBIT B
RATE SCHEDULE

EXHIBIT B RATE SCHEDULE

The following Rate Schedule shall remain valid until November 30, 1994 with the exception of changes brought forth by regulatory actions and/or cost increases by third party TSD's which are beyond the control of Greenfield Services Corporation or the City's Prohibition of a TSD per Section 8.2.

I. LUMP SUM CHARGES

MOBILIZATION AND SETUP (per setup)

Maximum Estimated No.
of Vehicles per day

<u>100</u>	\$1,835
<u>200</u>	\$2,035
<u>300</u>	\$2,335
<u>400</u>	\$2,675
<u>500</u>	\$2,875
<u>600</u>	\$3,175
<u>800</u>	\$6,315
<u>1000</u>	\$8,370
<u>1200</u>	\$9,915
<u>1600</u>	\$12,055
<u>2000</u>	\$14,255
<u>2400</u>	\$18,155

The staffing level will be distributed in approximate accordance with the Event Staffing/Requirement Planning Guidelines submitted with the Master Personnel List of Article 3.2.4.

LABOR AND SAFETY (per day)

AUXILIARY STAFFING (per day)

<u>Staffing Level</u>	<u>Amount</u>	<u>Staffing Level</u>	<u>Amount</u>
10	\$4,650	5	\$1,800
13	\$6,129	10	\$3,600
17	\$8,057	15	\$5,400
26	\$11,474	20	\$7,200
30	\$12,510	25	\$9,000
35	\$14,575		
52	\$23,396		
65	\$26,765		
78	\$31,822		
115	\$45,455		
140	\$53,100		
165	\$60,145		

PAINT CREW FOR BULKING LATEX PAINT ON SITE
 (Based on \$45/hour/person - 8-hour day)

<u>Cars</u>	<u>Est. # of Staff</u>	<u>Amount</u>
100	3	\$1,080
200	4	\$1,440
300	5	\$1,800
400	6	\$2,160
500	7	\$2,520
600	8	\$2,880
800	9	\$3,240
1000	10	\$3,600
1200	12	\$4,320
1600	14	\$5,040
2000	16	\$5,760
2400	18	\$6,480

Additional staff for paint bulking on-site \$ 360/person/day

II. UNIT RATE CHARGES

	<u>Unit</u>	<u>Amount</u>
3) Transportation		
LA Basin to APTEC/Chula Vista	Load	\$ 1600.00
LA Basin to FALCON/Wilmington (Partial Load ≤ 22 - 55GSD's)	Partial load	\$ 375.00
4) Drums, Labels, Absorbent, Shipping Documents		
85 Gallon Overpak	Each	\$ 125.00
55 Gallon Steel Drum	Each	\$ 53.00
30 Gallon Steel Drum	Each	\$ 35.00
5 Gallon Steel Drum	Each	\$ 15.00

5) Treatment, Disposal and/or Transfer Fees

Paint Box	Layer	\$3,800.00	
	<u>55 GSD</u>	<u>30 GSD</u>	<u>5GSD</u>
Flammables	\$ 350.00	\$ 230.00	\$ 95.00
Corrosives	\$ 230.00	\$ 135.00	\$ 95.00
Poisons	\$ 525.00	\$ 330.00	\$ 125.00
Oxidizers	\$ 395.00	\$ 215.00	\$ 130.00
Aerosols	\$ 650.00	\$ 515.00	\$ 130.00
ORM	\$ 235.00	\$ 175.00	\$ 95.00
Non-RCRA	\$ 235.00	\$ 175.00	\$ 95.00
Asbestos (or \$15 per cubic foot)	\$ 175.00	\$ 130.00	N/A
PCB-Contaminated materials (Surcharge; includes additional handling, transportation, analytical and disposal)	\$ 950.00	N/A	N/A
Other (Includes UNACCEPTABLE WASTE)		Cost + 15%	
5a) Latex Paint			
Bulked On-Site/Removed from the site		55 GSD	\$ 0.00
		5 GSD	\$ 0.00
Bulked On-Site/Stored at APTEC* (Not reprocessed)		55 GSD	\$ 50.00
Consolidated at Aptech for Return* (Not reprocessed)		55 GSD	\$ 0.00
		5 GSD	\$ 7.85
Through Reprocessor		55 GSD	Cost + 15%
		5 GSD	Cost + 15%
(Includes reprocessing and transportation from Reprocessor to LA City Warehouse.)			
Analysis (per 10 - 55 GSD's)		2 Week	\$ 450.00
		Rush (3 day)	\$ 900.00
(Analysis tests for Total Volatile Organic Compounds, Lead, Mercury, Chromium, and Polychlorinated Biphenyl.)			

Transportation:		
APTEC to LA City Warehouse	Load	\$1600.00
APTEC to LA Reprocessor	Load	\$1600.00
Event Site to LA Reprocessor	Partial Load	\$ 375.00
	(< 22 - 55 GSD's)	

*Latex paint designated for return to the CITY may be subject to a storage fee of \$10.00 per drum per day after thirty (30) days.

5b) Other Recyclables

Batteries	Each	\$ 0.00
Motor Oil	Bulked	\$ 0.00
Latex Paint	Bulked	\$ 0.00
Rubbish	Box	\$ 450.00

6) Mobile Facility

The costs for the Mobile Facility, as set forth below, will never exceed the amounts shown for the items as specified below.

Office & Equipment Trailer	\$ 88,567.00
Equipment Trailer (2)	\$ 34,567.00
Tractor	\$ 209,284.00
Stakebed Truck	\$ 64,672.00
Office Equipment	\$ 40,095.00
TOTAL	\$ 437,185.00

- * Trailers are 2 X 28 ft.
- * Rate per vehicle includes all maintenance, insurance, registration, licenses and fuel for a three year period.
- * Office equipment includes copier, plain paper fax, computer, printer and software and mobile phone.

The monthly payment for the Mobile Facility shall be included on the Invoice as a line item. The balance of the principal, in lieu of the stipulated monthly payment, for the Mobile Facility may be paid in full at any time without penalty to CITY. The payment and principal balance shall be according to the following schedule:

MOBILE HHW FACILITY PAYMENT SCHEDULE

<u>MO</u>	<u>PYMT</u>	<u>INTER</u> 12.00%	<u>PRIN</u>	<u>BALANCE</u> 437,185.00
1	14,520.80	4,371.85	10,148.95	427,036.05
2	14,520.80	4,270.36	10,250.44	416,785.61
3	14,520.80	4,167.86	10,352.94	406,432.67
4	14,520.80	4,064.35	10,456.47	395,976.20
5	14,520.80	3,959.76	10,561.04	385,415.17
6	14,520.80	3,854.15	10,666.65	374,748.52
7	14,520.80	3,747.49	10,773.31	363,975.21
8	14,520.80	3,639.75	10,881.05	353,094.16
9	14,520.80	3,530.94	10,989.86	342,104.30
10	14,520.80	3,421.04	11,099.75	331,004.55
11	14,520.80	3,310.05	11,210.75	319,793.80
12	14,520.80	3,197.94	11,322.86	308,470.94
13	14,520.80	3,084.71	11,436.09	297,034.85
14	14,520.80	2,970.35	11,550.45	285,484.40
15	14,520.80	2,854.84	11,665.95	273,818.44
16	14,520.80	2,738.18	11,783.61	262,035.83
17	14,520.80	2,620.36	11,900.44	250,135.39
18	14,520.80	2,501.35	12,019.44	238,115.95
19	14,520.80	2,381.16	12,139.64	225,976.31
20	14,520.80	2,259.76	12,261.03	213,715.27
21	14,520.80	2,137.15	12,383.65	201,331.63
22	14,520.80	2,013.32	12,507.48	188,824.15
23	14,520.80	1,888.24	12,632.56	176,191.59
24	14,520.80	1,176.92	12,758.88	163,432.71
25	14,520.80	1,634.33	12,886.47	150,546.24
26	14,520.80	1,505.46	13,015.34	137,530.90
27	14,520.80	1,375.31	13,145.49	124,385.41
28	14,520.80	1,243.85	13,276.94	111,108.47
29	14,520.80	1,111.08	13,409.71	97,698.75
30	14,520.80	976.99	12,543.81	84,154.94
31	14,520.80	841.55	13,679.25	70,475.69
32	14,520.80	704.76	13,816.04	56,659.65
33	14,520.80	566.60	13,954.2	42,705.45
34	14,520.80	427.05	14,093.74	28,611.71
35	14,520.80	286.12	14,234.68	14,377.03
36	14,520.80	143.77	14,377.03	0.00

7) Additional Service Charges

A.	Labor	Hourly Rate
	Project Manager	\$67.00
	Field Supervisor	\$57.00
	Field Chemist	\$57.00
	Field Technician	\$45.00
	Laborer (40 Hour trained)	\$45.00
	Laborer (Untrained)	\$30.00
	Administrator	\$50.00
	Project Consultant	\$85.00

B.	Equipment	Hourly Rate
	E/R Truck (8 hour min.)	\$35
	Crew Truck (6 hour min.)	\$15
	Flatbed Truck (Small)	\$60
	Flatbed Truck (Large)	\$75
	Roll-off Truck	\$75
	Roll-off Box	\$15/ day Each
	Drum Rack Rental	\$10/ day Each
	Vacuum Truck- (70 bbl.)	\$90
	Vacuum Truck- (100 + bbl.)	\$115
	Compactor/Bailer Callout Each	\$275/day
	Forklift Callout Each	\$275/day

C.	Materials and Supplies	
	Personal Protection Equipment	
	Level "A"	\$225/day-Man
	Level "B"	\$125/day-Man
	Level "C"	\$ 75/day-Man
	Level "D"	\$ 30/day-Man
	Air Monitoring Each (OVA/HNU)	\$150/day

D.	Mobile Facility - Parking/Storage	Cost + 15%
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8) Site Selection \$ 57.00/hour
(timesheets to be provided)

9) Site Security \$ 120.00/person/shift

10) Training cost + 15%

- | | | | |
|--|--|--------------------------|--------------|
| 11) Public Relations | Printing
Personnel | cost + 15%
cost + 15% | |
| 12) Waiver for Workman's Compensation | | cost + 15% | |
| 13) Reports | | | |
| | Daily and Weekly Reports | | No Charge |
| | Task Directive Reports | | No Charge |
| | Waste Transportation Documents | | No Charge |
| | Outside Correspondence | | No Charge |
| | Collection Results Report (Administrator at 6 hours) | | \$300 each |
| | Final Disposal Reports (Administrator at 16 hours) | | \$800 each |
| | Final Report (Administrator at 16 hours) | | \$800 each |
| 14) Environmental Information Package (Consultant at 16 hours) | | | \$1,360 each |
| 15) Unspecified Services | | cost + 15% | |

Equipment, Supplies and Materials

The overall site layout and anticipated participation will determine the quantity and type of equipment, supplies and materials needed to support each station for general work operations, safety and emergency response. All equipment will be properly maintained, inspected and tested prior to use on-site. Personal safety gear will be cleaned or sanitized. The following is a list of the equipment, supplies and materials.

Hazardous Waste Packaging and Loading

55 Gallon DOT Approved Drums
Plastic Drum Liners
Absorbent Packing Material
DOT Approved Drum Labels
Drum Inventory Sheets and Packing Slips
California Hazardous Waste Manifests
Land Disposal Restriction Forms
Drum Dolly and/or Fork Lift Truck
Carts, Plastic Bins, Tubs, Buckets
Hand Tools, (Opening Containers)

Security

Mobile Phones and Two Way Radios
Freon Charged Emergency Warning System
Barricade Tap
Traffic Control (Cones, Flags and Signs)
Guards (if needed)

Unknown Substance Identification

Haz Cat Test Kits
Glassware and Disposable Containers

Work Areas/Support

Carts for Waste Collection and Transfer
Tables and Chairs
Portable Computer
Calculators
Miscellaneous Clerical Supplies

Spill Control and Emergency Response

85 Gallon DOT Approved Drums
Poly ethylene Sheeting
Absorbent (Oil Dry, Pads, Etc.)
Disposable Towels
Polyethylene Bags
Duct or Electrical Tape
Plastic Bins, Tubs or Buckets
Shovels and Brooms
Fire Extinguishers
Respirators

Cleaning/Changing Area

Sink and Wash Water
Soap and Disposable Towels
Containers for Contaminated Clothing/Debris

Personnel Safety

Level C Personnel Protection:
Tyvek or Saranex Disposable Coveralls
Gloves (Resistant to Chemicals)
Safety Glasses, Goggles, or Face Shields
Steel Toed Boots (Chemical Resistant)
Industrial First Aid Kit(s)
Emergency Eye Wash/Shower Units
Drinking Water

Vehicles

Office Trailer
Equipment Trailer(s)
Roll-off Bins: 40 cubic yard capacity
Stakebed Truck(s)
Stakebed Trailer: 40 foot bed
Tractor(s)
Pickup truck(s)

III. PENALTIES

1) Failure to Submit a Site Selection List

3 City Employees @ \$16.00/hr 9 hours and 5 days	Occurrence	\$2,000.00
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2) Failure to open on the designated start date(s) of the EVENT.

per Occurrence:

City Employee for 1 day	\$200/day
-------------------------	-----------

Greenfield performs site clean-up and assumes cost for all illegal drop-offs performed at the site.

3) Waste shipped to Non-Approved Facility

2 City employees at \$36.44 /hr 9 hours and 3 days	Occurrence	\$2,000.00
Travel Expenses (Expenses per City Travel Policy) ²	Cost	

NOTES:

- 1) Includes miscellaneous support and equipment, operations plan, project permits, personnel, and ppe.
- 2) A copy of the City Travel Policy will be sent to Greenfield upon request.
- 3) Includes equipment Operator
- 7- Denotes items that need to be priced.

EXHIBIT C
MOBILE HHW COLLECTION PROGRAM
SITING GUIDELINES

MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
SITING GUIDELINES

The following guidelines are to be used to select sites for the Mobile Household Hazardous Waste Collection Facility.

The selected site shall be approved by the respective City Council Office or applicable jurisdiction where the facility is intended to be located.

1) SITE LOCATION

Locations which will be given a high priority for siting the collection facility shall include the following:

- Federal, State, County, City, and other local government facilities
- Sports arenas
- Colleges and Universities
- Corporate facilities

The collection facility shall not impede the normal operation of the selected site. The collection facility shall be sited with regards to "sensitive" locations. Sensitive locations shall include the following:

- Hospitals
- Extended care facilities
- Elementary schools (while in session)
- Wetlands, nature preserves, and other environmentally sensitive areas

Distances from residences will be maximized in order to reduce the impact of the collection event on the adjacent residences.

2) PHYSICAL CHARACTERISTICS OF THE SITE

A) SIZE

The site shall be large enough to accommodate all of the necessary equipment, personnel, delivered hazardous waste, and vehicles for safe operation based on anticipated attendance. The waste handling area for a 400 car event shall not exceed 8,000 sq. ft. and a 800 car event shall not exceed 20,000 sq. ft.

B) BASE

The site shall have a continuous base for the receiving, handling and waste storage areas. The base material shall be of concrete or asphalt. The base shall be covered with at least 15 mil plastic or equivalent.

C) SLOPE

The slope of the site shall not be great enough to cause any hazards to the operation of the facility.

3) DRAINAGE

All runoff from the waste handling area is to be collected for treatment and disposal. This includes any spills, storm runoff and other sources of water which come in contact with the waste handling area.

The facility shall have a minimal number of discharge collection points (storm drains, sewer man-hole covers, flood control channels, etc.) . All of the discharge collection points are to be temporarily sealed and any surface flow which may come in contact with the waste handling area is to be diverted before the collection of hazardous waste commences.

In the event of inclement weather, the waste collection area shall be covered by tents or canopies.

4) NOISE

Restrict hours of operation to reduce noise impacts on the surrounding area.

Provide suitable enclosure for equipment which generate noise (generators, air compressors, etc).

Utilize existing utilities whenever possible to reduce noise from portable generators.

5) LIGHTS AND GLARE

The use of artificial lighting shall be restricted to the collection facility and shall be oriented so as to minimize the effects of glare on the surrounding area.

6) SITE SAFETY AND SECURITY

No site shall be chosen which has any existing conditions which would adversely impact site safety or security which can not be mitigated.

7) TRANSPORTATION\CIRCULATION

The site shall be easily accessed from major transportation routes. Ingress and egress shall not create major pedestrian or vehicular conflicts or disrupt the normal flow of traffic in the adjacent area. Ingress and egress from residential streets shall be restricted whenever possible.

The City shall provide traffic control into and out of the collection facility as required.

8) UTILITIES

All utilities necessary for the operation of the collection facility shall be provided. Whenever possible the existing utilities at the site shall be utilized. Utilities shall include electricity, water, and rest room facilities.

9) AESTHETICS

The facility shall be maintained in a neat and orderly fashion.

The facility shall be enclosed with modular fencing which will provide an aesthetically pleasing view of the facility.

Signs shall be provided which are modest, yet adequate to publicize the collection event. The size of the signs shall not exceed the side dimension of the mobile collection unit.

The mobile collection facility shall be located on the site so that it is readily visible from adjacent thoroughfares.

10) IMPACT MITIGATION

The operation of the Mobile Household Hazardous Waste Collection facility shall have negligible adverse impact on the surrounding area. It will be the responsibility of the City to operate the facility in a manner which will not adversely impact the surrounding area. The City shall take any and all measures required to mitigate the adverse impacts caused by the operation of the collection facility, some of which are as follows:

- A Contingency Plan, Operations Plan and Emergency Procedures shall be prepared for each site.
- All household hazardous waste will be transported from the site at the end of each day by a permitted hazardous waste transporter. An exception will be made for bulked recyclable materials which will remain on site. Recyclable material includes paint, used motor oil, antifreeze and batteries.
- Provide twenty-four hour security for the facility for as long as the facility is located at the site.
- Removal of any and all waste from the site once the collection event is closed. This includes any waste which may be left at the site after the collection facility has been removed from the premises.

Any site in which the adverse impacts can not be mitigated shall not be selected.

**EXHIBIT D
FORM 1
(CIWMB Format)**

Form 1 (Volumes) Household Hazardous Waste Collection Information

A. Jurisdiction

Reporting Source
Address
City/State/Zip
Contact Person
Phone
Location of event

B. Sponsors

(Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> County | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> City | <input type="checkbox"/> Joint(public/private) |
| <input type="checkbox"/> Private Company | <input type="checkbox"/> Non-profit group |
| <input type="checkbox"/> Other | |

C. Report Period

Start date (mm/dd/yy)
End date(mm/dd/yy)

D. Program Type

(Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Permanent | <input type="checkbox"/> Mobile |
| <input type="checkbox"/> Periodic (Temporary) | <input type="checkbox"/> Recycle only Program |
| <input type="checkbox"/> Other | |

E. Location

(Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> One site | <input type="checkbox"/> At a transfer station |
| <input type="checkbox"/> Multiple Sites | <input type="checkbox"/> On city property |
| <input type="checkbox"/> Curbside | <input type="checkbox"/> On county property |
| <input type="checkbox"/> At a sanitary landfill | <input type="checkbox"/> On private property |
| <input type="checkbox"/> Other | |

F. Participation

Number of Participants
Number of days open
Opening/closing times each day
Population of service area

		Participants
		Days
Opening time	Closing time	
		people

Waste Volumes Collected

		Actual Weight (in pounds)	No. of Drums Shipped	Method(s): include percentage if more than one method was used
1. Flammable & Poison	Flammable solid/liquid			
	Bulked flammable liquids			
	Oil-base paint			
	Poison (excl. aerosols)			
	Reactive and explosive			
	Subtotal			
2. Acid	Inorganic Acid			
	Organic Acid			
	Subtotal			
3. Base	Inorganic Base			
	Organic Base			
	Subtotal			
4. Oxidizer	Neutral oxidizers			
	Organic peroxides			
	Oxidizing Acid			
	Oxidizing Base			
	Subtotal			
5. PCB-containing	PCB-containing paint			
	Other PCB waste			
	Subtotal			
6. Aerosol	Corrosive Aerosols			
	Flammable aerosols			
	Poison aerosols			
	Subtotal			
7. Reclaimable	Antifreeze			
	Auto batteries			
	Latex Paint			
	Motor oil/oil products			
	Oil filters			
	Mercury (metallic)			
	Subtotal			
8. Other	Medical waste			
	Household batteries			
	Other			
	Subtotal			
9. Asbestos	(cubic yards)			
10. Grand Total	(excluding asbestos)			

EXHIBIT E
SAMPLE INVOICE FOR PAYMENT

EXHIBIT E

SAMPLE
INVOICE FOR PAYMENT

(Note: The following sample invoice shows required content only. Form or format are not required as shown.)

Contractor: _____ Contractor Address: _____

City Agreement No.: _____ Invoice No. _____

Time Period Covered By Invoice: _____

I. MOBILE COLLECTION PROGRAM

Event Location: _____

II. TASK DIRECTIVE INVOICE

Task Directive No. _____

III. EXTRA WORK INVOICE

Extra Work Order No. _____

In accordance with the provisions of the above-referenced Agreement, please remit payment in the amount of \$ _____. Said amount has been computed or provided in accordance with the Rate Schedule in Exhibit B and as stated in Article 9 (COMPENSATION) of the above-referenced Agreement and as detailed below:

A. Lump Sum Charges:

<u>Item</u>	<u>Date</u>	<u>Amount</u>
TOTAL LUMPSUM		\$ _____

B. Additional Labor:

<u>Name</u>	<u>Job/Grade Classification</u>	<u>Hourly Rate</u>	<u>Hours Worked</u>	<u>Sub Total</u>
TOTAL LABOR				\$ _____

C. APPROVED MATERIALS

Attachments:(Original Invoices) Date Amount

TOTAL MATERIALS \$ _____

D. Transportation Costs

Shipment Date Amount

TOTAL TRANSPORTATION \$ _____

E. WASTE MANAGEMENT AND COSTS (Refer to EXHIBIT C FORM 1 (CIWMB))

WASTE TYPE	WEIGHT	# of Drums	Method	Cost/Unit	Sub Total
TOTAL:	_____	_____			_____

F. Additional Approved Miscellaneous Expenses

Attachments:(Original Invoice) Date Amount

TOTAL MISCELLANEOUS \$ _____

G. REPORTS AND/OR INFORMATION PACKAGES

The following materials and/or reports have been attached for City's review and approval.

H. MBE/WBE AND OTHER BUSINESSES

Attachments: MBE/WBE/OBE Utilization Profile Form

TOTAL SUBCONTRACTOR \$ _____

If this is an Extra Work Order in excess of Fifty-thousand Dollars this work was approved by the BOARD on _____.

I certify under penalty of perjury that the above invoice is just and correct and that payment has not been received.

Contractor's Authorized Representative

Date

APPROVED BY:

CITY PROGRAM MANAGER, Mobile HHW Collection
Recycling and Waste Reduction Division

Date

EXHIBIT F

**DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE
UTILIZATION PROFILE**

EXHIBIT F

DEPARTMENT OF PUBLIC WORKS
 MINORITY BUSINESS ENTERPRISE
 WOMEN BUSINESS ENTERPRISE
 OTHER BUSINESS ENTERPRISE
 UTILIZATION PROFILE

Project Title:
 Consultant:
 Contract Amount:
 This Invoice:
 Invoiced to Date:

Contract No:

MBE/WBE/OBE Contracted Amount: _____ MBE _____ WBE _____ OBE
 MBE/WBE/OBE Percentage of Contract: _____ MBE _____ WBE _____ OBE

MBE Consultants	This Invoice	Invoiced To Date	Scheduled Participation To Date
Name:			
Address:			
Phone No:			
Contact:			
Ethnicity:			
BTRC No:			
Total	_____	_____	_____
<u>WBE Consultants</u>			
Name:			
Address:			
Phone No:			
Contact:			
Ethnicity:			
BTRC No:			
Total	_____	_____	_____
<u>OBE Consultants</u>			
Name:			
Address:			
Phone No:			
Contact:			
Ethnicity:			
BTRC No:			
Total	_____	_____	_____

EXHIBIT G
INSURANCE REQUIREMENTS

EXHIBIT G

INSURANCE REQUIREMENTS

for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles

(FOR INFORMATION ONLY - DO NOT RETURN THIS PAGE TO THE CITY)

Name: To Bidders Date: 28 Feb 1991

Agreement/Reference: Mobile Household Hazardous Waste Collection Program

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

- Workers' Compensation (statutory) / Employer's Liability \$ 1,000,000
 - Broad Form All States Endorsement
 - Voluntary Compensation Endorsement
 - Longshore and Harbor Workers' Compensation Act
- Jones Act
- _____

- Aircraft Liability \$ _____
- Aviation/Airport Liability \$ _____

- General Liability \$ 1,000,000
 - Passenger Liability (per seat) \$ _____
 - Premises and Operations
 - Contractual Liability
 - Independent Contractors
 - Products/Completed Operations
 - Broad Form Property Damage
 - Personal Injury
 - Broad Form Liability Endorsement
 - Watercraft Liability
 - Incidental Medical Malpractice
- Automobile Liability \$ 1,000,000
 - Explosion Hazard
 - Collapse/Underground Hazard
 - Garagekeeper's Legal Liability
 - Hangarkeeper's Legal Liability
 - Owned Automobiles
 - Nonowned/Hired Automobiles
 - Hookup (limited)
 - Pollution Liability

- Professional Liability (Errors and Omissions) \$ _____
- Discovery period: _____

- Property Insurance \$ _____ Fine Arts Floater \$ _____ Fire Legal Liability \$ _____
- _____ % Co-insurance Actual Cash Value Replacement Value Agreed Amount
- All Risk Coverage
- Fire and Extended Coverage
- Vandalism & Malicious Mischief
- Flood \$ _____
- Earthquake \$ _____
- Boiler & Machinery
- Debris Removal
- Sprinkler Leakage
- Windstorm
- _____

- Crime Insurance \$ _____
 - Comprehensive Dishonesty Disappearance & Destruction
 - Blanket Crime
- Fidelity Bond \$ _____
 - Blanket Position
 - Commercial Blanket
 - _____

- Owner's Protective Liability \$ _____

- Ocean Marine Liability \$ _____ Ocean Cargo \$ _____
 - Protection & Indemnity
 - Running Down Clause
 - Pollution
 - Jones Act
 - Wharfinger's Liability
 - Ship Repairer's Liability
 - Inchmaree
 - Charterer's Legal Liability
 - _____

Notes: _____

EXHIBIT H

**SPECIAL ENDORSEMENT FORMS
FOR THE
CITY OF LOS ANGELES**

General Liability

Automobile Liability

Workers Compensation

GENERAL LIABILITY

WHEN MAILING INSURANCE DOCUMENTS, PLEASE:
MAIL TO:

CITY OF LOS ANGELES
Board of Public Works
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012
(213)485-3384

WHEN HAND CARRYING INSURANCE DOCUMENTS FOR
APPROVAL, PLEASE GO TO:

CITY ATTORNEY INSURANCE & BONDS
Room 300 City Hall East
200 North Main Street
Los Angeles, CA 90012
8:00 a.m. - 4:30 p.m.
(213)485-4292

AFTER APPROVAL AT CITY ATTORNEY'S OFFICE YOU ARE TO GO TO

THE BOARD OF PUBLIC WORKS (ROOM 353, CITY

HALL) FOR INSURANCE APPROVAL

SLIP.

EXHIBIT H

EXHIBIT H

GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

(FOR INFORMATION ONLY — DO NOT RETURN THIS PAGE TO THE CITY)

A. INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent or broker a copy of the Insurance Requirements Sheet along with these instructions and endorsement forms.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Details are available from your city contact.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit, or other agreement. (See items 9 and 10 below.)

B. INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate City Special Endorsements are the preferred form of evidence. No modifications to the form are permitted. Alternatively, certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the City Attorney. Certificates, Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable as evidence of insurance. Binders are acceptable as interim evidence until policies are available.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit have been provided.
3. **Signature.** Please have an authorized representative of the insurance company manually sign the completed endorsement forms. Signatures must be originals as the City Attorney will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percent participation.
5. **Document Reference.** Include reference to either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered. **JOBSITE/PERMIT NO. MUST APPEAR IN BOX NO.7.**
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements. The General Liability special endorsement can be used for this purpose, see item No. 9.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to Contact.** Completed Endorsements, correspondence and questions relating to the required insurance are to be directed to the following representatives:

BOARD OF PUBLIC WORKS
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012

Jackie Hoard/Lily Gallego
(213) 485-3384

10. **Technical Assistance.** Improperly completed Endorsements will be returned to your insured for correction. For additional blank forms or assistance contact the City Risk Manager, (213) 485-7482.
11. **Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation.**
12. **Renewals.** For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, we will accept a renewal endorsement or a certificate (with an original signature) as evidence of continued coverage if it includes the statement that (the insurance protection afforded the City of Los Angeles has been renewed under the same terms and conditions as previously approved.)

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 115/GL (R 4-88)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO. 2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

5. POLICY INFORMATION:

Carrier:
Policy No.:
Policy Period:

COVERAGE TRIGGER (check which): Occurrence Claims Made
LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits

4. INSURED

6. Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim. (which)

7. APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here in which case only the following specific agreements and permits with the City of Los Angeles are covered:
CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY _____ (RETROACTIVE DATE)
 COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> PREMISES/OPERATIONS		
<input type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> CONTRACTUAL		
<input type="checkbox"/> INDEPENDENT CONTRACTORS		

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Los Angeles and its respective officers, agents and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 14. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, or material reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City Attorney of Los Angeles addressed as follows: office of the City Attorney, Attn: Insurance and Bonds, 1800 City Hall East, 200 N. Main St., Los Angeles, CA 90012-4168.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

BOARD OF PUBLIC WORKS
Room 353 City Hall
Los Angeles, California 90012

17. AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy furnished to the City Attorney)

Telephone: () Date Signed _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen 135/GL (R 6-88)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO. 2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone _____

5. POLICY INFORMATION:
Carrier: _____
Policy No.: _____
Policy Period: _____
COVERAGE TRIGGER (check which): Occurrence Claims Made
LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits

4. INSURED

6. Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim. (which)
7. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here in which case only the following specific agreements and permits with the City of Los Angeles are covered:
CITY AGREEMENTS/PERMITS _____

3 TYPE OF INSURANCE

GENERAL LIABILITY
 COMMERCIAL GENERAL LIABILITY
 COMPREHENSIVE FORM _____ (RETROACTIVE DATE)

9 COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> PREMISES/OPERATIONS		
<input type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> CONTRACTUAL		
<input type="checkbox"/> INDEPENDENT CONTRACTORS		

10. OTHER PROVISIONS

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Los Angeles and its respective officers, agents and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 14. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, or material reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City Attorney of Los Angeles addressed as follows: office of the City Attorney, Attn: Insurance and Bonds, 1800 City Hall East, 200 N. Main St., Los Angeles, CA 90012-4168.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

BOARD OF PUBLIC WORKS
Room 353 City Hall
Los Angeles, California 90012

17. AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy furnished to the City Attorney)

Telephone: () Date Signed _____

EXHIBIT H

CITY OF LOS ANGELES

Conditions For Acceptance of Self-Insurance

The City will consider a self-insured program or self-insured retention as an alternative to commercial insurance from contractors, vendors, tenants, licensees and permittees doing business with the City upon review and approval of the following:

1. A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Applicant must agree to notify the City immediately of discontinuation or substantial change in the program.
2. Agreement to provide the City at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.
3. Agreement to notify the City immediately of any claim, judgment, settlement, award, verdict or change in applicant's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the City.
4. Name, address and telephone number of applicant's legal counsel and claims representative, respectively, for the self-insurance program.
5. Financial statement that gives evidence of applicant's capacity to respond to claims falling within the self-insured retention or self-insured program. Resubmission is required at least annually for the duration of the affected operation or more frequently at City's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF CITY APPROVAL.

Submit the above documents to the particular City department with whom the applicant is dealing and send a copy to:

City Attorney Insurance and Bonds
c/o City Risk Manager
300 City Hall East
200 North Main Street
Los Angeles, CA 90012-4190

The proposed self-insured program must be approved prior to the start of the applicant's operations or tenancy with the City.

Questions on these criteria may be addressed to the Risk Management staff at the address above or at (213) 485-6649.

AUTOMOBILE LIABILITY

WHEN MAILING INSURANCE DOCUMENTS, PLEASE
MAIL TO:

CITY OF LOS ANGELES
Board of Public Works
Room 353, City Hall
200 North Spring Street
Los Angeles, California 90012

* WHEN HAND CARRYING INSURANCE DOCUMENTS FOR
APPROVAL, PLEASE GO TO:

CITY OF LOS ANGELES
Office of the City Attorney
Room 300, City Hall East
200 North Main Street
Los Angeles, California 90012

* AFTER APPROVAL AT CITY ATTORNEY'S OFFICE YOU ARE TO GO TO THE BOARD

OF PUBLIC WORKS (ROOM 353, CITY HALL) FOR INSURANCE

APPROVAL SLIP

GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

(FOR INFORMATION ONLY – DO NOT RETURN THIS PAGE TO THE CITY)

A. INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent or broker a copy of the Insurance Requirements Sheet along with these instructions and endorsement forms.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Details are available from your city contact.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit, or other agreement. *(See items 9 and 10 below.)*

B. INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate City Special Endorsements are the preferred form of evidence. No modifications to the form are permitted. Alternatively, certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the City Attorney. Certificates, Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable as evidence of insurance. Binders are acceptable as interim evidence until policies are available.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit have been provided.
3. **Signature.** Please have an authorized representative of the insurance company manually sign the completed endorsement forms. Signatures must be originals as the City Attorney will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percent participation.
5. **Document Reference.** Include reference to either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered. **JOB SITE/W.O # MUST APPEAR IN BOX NO. 5.**
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to Contact.** Completed Endorsements, correspondence and questions relating to the required insurance are to be directed to the following representatives:

BOARD OF PUBLIC WORKS	
Room 353, City Hall	JACKIE HOARD/LILY GALLEG0
200 North Spring Street	(213) 485-3384
Los Angeles, CA 90012	
10. **Technical Assistance.** Improperly completed Endorsements will be returned to your insured for correction. For additional blank forms or assistance contact the City Risk Manager, (213) 485-7482.
11. **Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation.**
12. **Renewals.** For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, we will accept a renewal endorsement or a certificate (with an original signature) as evidence of continued coverage if it includes the statement that the insurance protection afforded the City of Los Angeles has been renewed under the same terms and conditions as previously approved.

EXHIBIT H

Form Gen. 134/AU (R. 7/84)

**AUTOMOBILE LIABILITY – ADDITIONAL INSURED ENDORSEMENT
CITY OF LOS ANGELES**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles, its Departments, officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested has been given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, 1800 City Hall East, Los Angeles, CA 90012 – Attn: Insurance Coordinator.
5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the City of Los Angeles unless checked here in which case only the following specific agreements with the City of Los Angeles are covered: _____

6. **MAILING ADDRESS:** Completed endorsements will be issued to:

Claims should be reported to:

BOARD OF PUBLIC WORKS
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature _____

ORGANIZATION: _____

(original signature required on copy furnished to the City Attorney)

ADDRESS: _____

TITLE: _____

TELEPHONE: _____

Type Coverage	Limits of Liability	Policy Period From To	<input type="checkbox"/> A Deductible of \$ _____ <input type="checkbox"/> A self insured retention of \$ _____ Applies <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence For _____ (Which Coverages)
Includes (check as applicable): <input type="checkbox"/> Owned Automobile <input type="checkbox"/> Hired Automobile <input checked="" type="checkbox"/> Non-owned Automobile <input type="checkbox"/> _____		Other provisions: (use reverse side, if necessary)	
Named Insured and Address			
Insurance Company	Policy Number	Endorsement No.	Effective Date

EXHIBIT H

Form Gen. 134/AU (R. 7/84)

**AUTOMOBILE LIABILITY – ADDITIONAL INSURED ENDORSEMENT
CITY OF LOS ANGELES**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles, its Departments, officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested has been given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, 1800 City Hall East, Los Angeles, CA 90012 – Attn: Insurance Coordinator.
5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the City of Los Angeles unless checked here in which case only the following specific agreements with the City of Los Angeles are covered: _____

6. **MAILING ADDRESS:** Completed endorsements will be issued to: Claims should be reported to:

BOARD OF PUBLIC WORKS
 Room 353, City Hall
 200 North Spring Street
 Los Angeles, CA 90012

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature _____ ORGANIZATION: _____

(original signature required on copy furnished to the City Attorney) ADDRESS: _____

TITLE: _____ TELEPHONE: _____

Type Coverage	Limits of Liability	Policy Period From To	<input type="checkbox"/> A Deductible of \$ _____ <input type="checkbox"/> A self insured retention of \$ _____ Applies <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence
Includes (check as applicable): <input type="checkbox"/> Owned Automobile <input type="checkbox"/> Hired Automobile <input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> _____			Other provisions: (use reverse side, if necessary)
Named Insured and Address			
Insurance Company	Policy Number	Endorsement No.	Effective Date

EXHIBIT H

CITY OF LOS ANGELES

Conditions For Acceptance of Self-Insurance

The City will consider a self-insured program or self-insured retention as an alternative to commercial insurance from contractors, vendors, tenants, licensees and permittees doing business with the City upon review and approval of the following:

1. A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Applicant must agree to notify the City immediately of discontinuation or substantial change in the program.
2. Agreement to provide the City at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.
3. Agreement to notify the City immediately of any claim, judgment, settlement, award, verdict or change in applicant's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the City.
4. Name, address and telephone number of applicant's legal counsel and claims representative, respectively, for the self-insurance program.
5. Financial statement that gives evidence of applicant's capacity to respond to claims falling within the self-insured retention or self-insured program. Resubmission is required at least annually for the duration of the affected operation or more frequently at City's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF CITY APPROVAL.

Submit the above documents to the particular City department with whom the applicant is dealing and send a copy to:

City Attorney Insurance and Bonds
c/o City Risk Manager
300 City Hall East
200 North Main Street
Los Angeles, CA 90012-4190

The proposed self-insured program must be approved prior to the start of the applicant's operations or tenancy with the City.

Questions on these criteria may be addressed to the Risk Management staff at the address above or at (213) 485-6649.

WORKERS COMPENSATION

WHEN MAILING INSURANCE DOCUMENTS, PLEASE:
MAIL TO:

CITY OF LOS ANGELES
Board of Public Works
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012
(213)485-3384

WHEN HAND CARRYING INSURANCE DOCUMENTS FOR
APPROVAL, PLEASE GO TO:

CITY ATTORNEY INSURANCE & BONDS
Room 300 City Hall East
200 North Main Street
Los Angeles, CA 90012
8:00 a.m. - 4:30 p.m.
(213)485-4292

AFTER APPROVAL AT CITY ATTORNEY'S OFFICE YOU ARE TO GO TO

THE BOARD OF PUBLIC WORKS (ROOM 353, CITY

HALL) FOR INSURANCE APPROVAL

SLIP.

EXHIBIT H

GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

(FOR INFORMATION ONLY — DO NOT RETURN THIS PAGE TO THE CITY)

A. INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent or broker a copy of the Insurance Requirements Sheet along with these instructions and endorsement forms.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Details are available from your city contact.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit, or other agreement. (See items 9 and 10 below.)

B. INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate City Special Endorsements are the preferred form of evidence. No modifications to the form are permitted. Alternatively, certified copies of the **full** policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the City Attorney. Certificates, Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable as evidence of insurance. Binders are acceptable as interim evidence until policies are available.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit have been provided.
3. **Signature.** Please have an authorized representative of the insurance company **manually** sign the completed endorsement forms. Signatures must be originals as the City Attorney will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percent participation.
5. **Document Reference.** Include reference to either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered. **JOB SITE/W.O. # MUST APPEAR IN BOX NO. 1 OF ENDORSEMENT**
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered. Waiver of Subrogation is required if you are contracted by the City to do business (See item 9 of endorsement)
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to Contact.** Completed Endorsements, correspondence and questions relating to the required insurance are to be directed to the following representatives:

BOARD OF PUBLIC WORKS
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012

Jackie Hoard/Lily Gallego
(213) 485-3384

10. **Technical Assistance.** Improperly completed Endorsements will be returned to your insured for correction. For additional blank forms or assistance contact the City Risk Manager, (213) 485-7482.
11. **Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation.**
12. **Renewals.** For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, we will accept a renewal endorsement or a certificate (with an original signature) as evidence of continued coverage if it includes the statement that the insurance protection afforded the City of Los Angeles has been renewed under the same terms and conditions as previously approved.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY – SPECIAL ENDORSEMENT CITY OF LOS ANGELES

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the City of Los Angeles unless checked here in which case only the following specific agreements with the City of Los Angeles are covered: _____
2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, materially reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by receipted delivery has been given to the City addressed as follows: Office of the City Attorney, 1800 City Hall East, 200 North Main St., Los Angeles, CA 90012-4168. Attn: Insurance Coordinator.
3. **MAILING ADDRESS.** Completed endorsements will be issued to the City of Los Angeles addressed as follows:

BOARD OF PUBLIC WORKS
 Room 353, City Hall
 200 North Spring Street
 Los Angeles, CA 90012

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

4. Signature _____ 5. ORGANIZATION: _____
 (original signature required on copy furnished to the City Attorney) ADDRESS: _____
 TITLE: _____ TELEPHONE: _____

6. Type Coverage	7. Limits of Liability	8. Policy Period From To
<i>Worker's Compensation</i>	<i>Statutory</i>	
<i>Employer's Liability</i>		

9. Includes (check as applicable):

- | | |
|--|---|
| <input type="checkbox"/> Broad Form All States Endorsement
<input type="checkbox"/> Voluntary Compensation Endorsement
<input type="checkbox"/> United States Longshoremens and Harbor Worker's Compensation Act | <input type="checkbox"/> Jones Act
<input type="checkbox"/> Outer Continental Shelf Endorsement
<input checked="" type="checkbox"/> <u>Waiver of Subrogation</u>
(required if contracted with City to do business) |
|--|---|

10. Other Provisions:

11. Named Insured and Address			
12. Insurance Company	13. Policy Number	14. Endorsement No.	15. Effective Date of Endorsement

EXHIBIT H

**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY — SPECIAL ENDORSEMENT
CITY OF LOS ANGELES**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the City of Los Angeles unless checked here in which case only the following specific agreements with the City of Los Angeles are covered: _____
2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles, this insurance shall not be cancelled, materially reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by receipted delivery has been given to the City addressed as follows: Office of the City Attorney, 1800 City Hall East, 200 North Main St., Los Angeles, CA 90012-4168. Attn: Insurance Coordinator.
3. **MAILING ADDRESS.** Completed endorsements will be issued to the City of Los Angeles addressed as follows:

**BOARD OF PUBLIC WORKS
Room 353, City Hall
200 North Spring Street
Los Angeles, CA 90012**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

4. Signature _____ 5. ORGANIZATION: _____
(original signature required on copy furnished to the City Attorney) ADDRESS: _____
TITLE: _____ TELEPHONE: _____

6. Type Coverage	7. Limits of Liability	8. Policy Period	
		From	To
Worker's Compensation	Statutory		
Employer's Liability			

9. Includes (check as applicable):

- | | |
|---|--|
| <input type="checkbox"/> Broad Form All States Endorsement | <input type="checkbox"/> Jones Act |
| <input type="checkbox"/> Voluntary Compensation Endorsement | <input type="checkbox"/> Outer Continental Shelf Endorsement |
| <input type="checkbox"/> United States Longshoremens and Harbor Worker's Compensation Act | <input type="checkbox"/> <u>Waiver of Subrogation</u>
(required if contracted with City to do business) |

10. Other Provisions:

11. Named Insured and Address			
12. Insurance Company	13. Policy Number	14. Endorsement No.	15. Effective Date of Endorsement

EXHIBIT H

CITY OF LOS ANGELES

Conditions For Acceptance of Self-Insurance

The City will consider a self-insured program or self-insured retention as an alternative to commercial insurance from contractors, vendors, tenants, licensees and permittees doing business with the City upon review and approval of the following:

1. A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Applicant must agree to notify the City immediately of discontinuation or substantial change in the program.
2. Agreement to provide the City at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.
3. Agreement to notify the City immediately of any claim, judgment, settlement, award, verdict or change in applicant's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the City.
4. Name, address and telephone number of applicant's legal counsel and claims representative, respectively, for the self-insurance program.
5. Financial statement that gives evidence of applicant's capacity to respond to claims falling within the self-insured retention or self-insured program. Resubmission is required at least annually for the duration of the affected operation or more frequently at City's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF CITY APPROVAL.

Submit the above documents to the particular City department with whom the applicant is dealing and send a copy to:

City Attorney Insurance and Bonds
c/o City Risk Manager
300 City Hall East
200 North Main Street
Los Angeles, CA 90012-4190

The proposed self-insured program must be approved prior to the start of the applicant's operations or tenancy with the City.

Questions on these criteria may be addressed to the Risk Management staff at the address above or at (213) 485-6649.



JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

EXECUTIVE OFFICE
1800 CITY HALL EAST
LOS ANGELES 90012
(213) 485-5408

CRIMINAL BRANCH
(213) 485-5470

CIVIL BRANCH
(213) 485-6370

TELECOPIER:
(213) 680-3634

REPORT NO. R 93 -0160
MAR 24 1993

REPORT RE:

DRAFT ORDINANCE ADDING CHAPTER 57 TO
DIVISION 5 OF THE L.A.A.C. TO CREATE
A HOUSEHOLD HAZARDOUS WASTE SPECIAL FUND

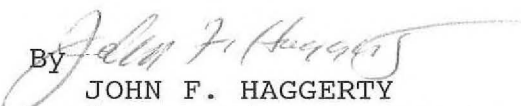
The Honorable Environmental Quality
and Waste Management Committee
City Council, City of Los Angeles
Room 395, City Hall

Honorable Members:

Enclosed is a draft ordinance creating a "Household Hazardous Waste Special Fund." This ordinance is to be considered together with a report to be submitted by the City Administrative Officer relating to household hazardous waste at the Committee's April 14, 1993 meeting.

Very truly yours,

JAMES K. HAHN, City Attorney

By 
JOHN F. HAGGERTY
Assistant City Attorney

JFH:ls
(213) 485-5478

Enclosure

ORDINANCE NO. _____

An ordinance adding Chapter 57 to Division 5 of the Los Angeles Administrative Code to create a "Household Hazardous Waste Special Fund."

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 57 is hereby added to Division 5 of the Los Angeles Administrative Code, said new Chapter to read:

CHAPTER 57

HOUSEHOLD HAZARDOUS WASTE SPECIAL FUND

Sec. 5.434. Creation and Administration of the Fund.

(a) There is hereby created and established in the Treasury of the City of Los Angeles a special fund to be known as the "Household Hazardous Waste Special Fund," hereinafter referred to in this chapter as the "Fund."

(b) The Fund shall be used only for support of Household Hazardous Waste Program activities.

(c) Funds received from the County of Los Angeles in support of these activities shall be placed in the Fund.

(d) All interest and other earnings from moneys placed in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund, as stated herein.

(e) Appropriations from the Fund shall be approved by a majority vote of the Council, subject to the approval of the Mayor, or passage by the Council over the Mayor's veto by a two-thirds vote. The Department of Public Works shall cause the necessary demands to be drawn upon the Fund.

. . .

. . .

. . .

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

ELIAS MARTINEZ, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

3-24-92
James K. Hahn, City Attorney

By John F. Haggerty
JOHN F. HAGGERTY
Assistant City Attorney

File No. _____

MLP

CITY OF LOS ANGELES
CALIFORNIA

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.



TOM BRADLEY
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - 485-5703
General Information - 485-5705

Pat Letcher
Chief Legislative Assistant

90-1910-S4

All CDs

February 4, 1993

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE

In accordance with Council Rules, communication from the Board of Public Works relative to approval of Negative Declaration for the Mobile Household Hazardous (HHW) Collection Program, was referred on February 3, 1993, to the ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE.

Elias Martinez

City Clerk
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RG

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CITY OF LOS ANGELES
CALIFORNIA

BOARD OF PUBLIC WORKS
MEMBERS

FELICIA MARCUS
PRESIDENT
485-3376

DENNIS N. NISHIKAWA
VICE-PRESIDENT
485-3379

PERCY DURAN III
PRESIDENT PRO-TEMPORE
485-3377

M. E. "RED" MARTINEZ
485-3375

JOHN W. MURRAY, JR.
485-3378



TOM BRADLEY
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS
ROOM 353, CITY HALL
LOS ANGELES, CA 90012
JAMES A. GIBSON
SECRETARY
GENERAL INFORMATION
485-3381

January 13, 1993

#1 SAN

Mayor Tom Bradley
Room No. 305
City Hall
Attn: Anton Calleia

City Council
Room No. 395
City Hall

Subject: APPROVAL OF NEGATIVE DECLARATION FOR THE MOBILE HOUSEHOLD HAZARDOUS
(HHW) COLLECTION PROGRAM

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works hereby transmits the attached report to the Mayor and City Council with the following recommendations:

1. Approve the Initial Study which finds that the program will not have a significant effect on the environment.
2. Adopt the Negative Declaration for the Mobile HHW Collection Program.
3. Instruct the City Clerk to file a Notice of Determination with the County Clerk and transmit a copy to the Director of the Bureau of Sanitation.

Respectfully submitted,

for Gordon Kent
James A. Gibson
Secretary
Board of Public Works


JAG:cg

ENV QUAL & WASTE MGT
FEB 05 1993



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 13, 1993

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JAN 13 1993
AND REFERRED TO THE CITY COUNCIL

Secretary

CD'S ALL

APPROVAL OF NEGATIVE DECLARATION FOR THE MOBILE HOUSEHOLD HAZARDOUS WASTE (HHW)
COLLECTION PROGRAM

RECOMMENDATIONS

Approve and forward this report to the Mayor and the City Council with the following recommendations:

1. Approve the Initial Study which finds that the program will not have a significant effect on the environment.
2. Adopt the Negative Declaration for the Mobile HHW Collection Program.
3. Instruct the City Clerk to file a Notice of Determination with the County Clerk and transmit a copy to the Director of the Bureau of Sanitation.

TRANSMITTALS

1. City Council Action of March 13, 1992 under Council File No. 90-1910-S4, approving the concept of the Mobil Household Hazardous Waste Collection Program.
2. Negative Declaration, Initial Study, and Siting Guidelines for the Mobile Household Hazardous Waste Collection Program.
3. Notice of Determination for the Mobile Household Hazardous Waste Collection Program.

DISCUSSION

As a means of complying with State Law mandating a Household Hazardous Waste (HHW) Element pursuant to Title 14, Chapter 9, Article 6.3, Sections 18750 et.seq. of the California Code of Regulations and the Conditional Use Permit (CUP) for the Lopez Canyon Landfill, the Bureau of Sanitation proposes to operate a Mobile Household Hazardous Waste (HHW) Collection Program to replace the current 1 day HHW round-up events. The mobile facility will operate at approximately twenty-four (24) locations annually, throughout the City of Los Angeles. The program will provide citizens with a safe and legal means of disposing of their HHW. Major constituents of HHW include:

- Used motor oil and automotive products
- Oil base and latex paints
- Paint thinners and solvents
- Automobile batteries

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 13, 1993

Page 2

Hazardous waste generated by households have found their way into our environment through many avenues. The total effect of this contamination on the environment is difficult to measure and more difficult to abate. Various alternatives have been proposed and evaluated by the Bureau of Sanitation for implementation. On March 13, 1991 the City Council approved the concept of a Mobile HHW Collection Program and directed the Bureau of Sanitation to release a Request for Proposal (RFP) to secure such services. (Transmittal No. 1).

The HHW Mobile Collection Program RFP was issued in April 1991. The firm of Greenfield Services Corporation was selected on the basis of their experience, past performance, and close availability of a Treatment, Storage, and Disposal Facility (TSDF). Authorization for execution of the contract with Greenfield Services Corporation is being requested in a separate report.

The environmental concerns addressed in the Negative Declaration and the Initial Study (Transmittal No. 2) have been carefully evaluated. The Initial Study identified seven (7) potentially significant effects and the program has been revised so that these environmental effects are either avoided or mitigated to a point where clearly no significant effects would occur.

The following table illustrates the Mobile HHW Collection Program impact and associated mitigation measures as described in the Initial Study. Note: The Bureau of Sanitation will be responsible for mitigation implementation and monitoring.

Item #	Possible Impact	Associated Mitigation Measures
2.D.	Creation of Objectionable Odors	<ul style="list-style-type: none">- Immediate identification of source.- Containment and Lab Packaging of all potentially odorous materials immediately upon receipt.
6.A.	Increases in existing noise levels	<ul style="list-style-type: none">- Operation of noise generating equipment on an "As-Needed" basis only.- All noise producing equipment will meet L.A. City noise ordinance requirements.- Use of noise shields and mufflers as needed.

7.	Lights and Glare	<ul style="list-style-type: none">- Use of standard lighting systems.- Adjust hours of operation to daylight hours only.- When night operation is necessary during winter months, lights will be focused on work areas requiring illumination.
10.	Risk of Accident	<ul style="list-style-type: none">- Personnel who categorize and process materials will at least be required to have a certificate stating that they have completed 40 hours OSHA training in handling hazardous waste.- Operations plan will be submitted to the State Department of Toxic Substance Control for review and approval before operations, insuring protection of the public health and safety.
13.A.	Generation of substantial additional vehicular movement	<ul style="list-style-type: none">- Traffic queuing lanes will be established on the collection site to keep stopped traffic off of City streets.- If needed, participants will be required to make an appointment for a specific drop-off time.
13.B.	Effect on existing parking facilities, or demand for new parking	<ul style="list-style-type: none">- Alternative parking facilities will be located to accommodate displaced vehicles and any new parking needs.

17.B.	Exposure of people to potential health hazards	<ul style="list-style-type: none">- Employees will be required to wear proper protective equipment and receive hazardous waste training in accordance with State and Federal guidelines.- Participants will be required to remain in their vehicles at all times.- Traffic will not be routed near areas where completely packed drums are stored.- Non-Recyclable Hazardous materials will be removed from the site each day at the conclusion of collection and waste packaging activities.
-------	--	--

The Draft Negative Declaration, Initial Study and Siting Guidelines (Transmittal No. 2) were released for public review on January 15, 1992. The Bureau's response to the resulting comments were forwarded to the respective agencies together with a short discussion to clarify certain issues. The significant comments and the Bureau responses are summarized below.

City of Los Angeles, Fire Department:

Comment: The Fire Department suggested that in the event of an accident or emergency involving hazardous waste, possible delay could occur by using the 911 emergency system. They recommend instead, the use of the Fire Department's 7-digit emergency telephone numbers for immediate and direct contact with their dispatch center.

Response: Cellular telephones will be employed in conjunction with the Mobile HHW Collection program and the Fire Department's 7-digit emergency numbers will be physically attached to the phones at the facility, and will be incorporated into the facilities emergency response manual.

City of Los Angeles, Environmental Affairs Department:

Comment: "6A. Noise - It is stated that the use of generators, trucks and other equipment may increase existing noise levels. This equipment should conform to all applicable noise standards such as the Los Angeles City Noise Ordinance which controls overall community noise impacts, the California Vehicle code for vehicular noise sources such as trucks or generators and the California Occupational Safety and Health standards for workers at the sites."

Page 5

Response: "All equipment used on the Mobile HHW Collection site will conform to the requirements of the Los Angeles City Noise Ordinances."

Comment: "13. Transportation/Circulation - The estimate of several hundred private vehicles over a two week period does not provide enough information to make a determination of significance. Utilizing traffic volumes and information from past events, and analysis of possible traffic impacts should be used to prepare contingency plans to mitigate this potential impact."

Response: "It is not possible at this time to project a more accurate estimate of private vehicle participation during operation of the Mobile HHW Collection Facility. Traffic will be controlled to the extent that no significant impacts to surrounding traffic will occur. Possible mitigation measures (aside from those mentioned in the Neg. Dec.) will include:

- Adjusting the hours of operation to non-peak traffic hours.
- Requiring participants to make an appointment for a specific drop-off time.
- Limiting sites to those with more of a possibility of mitigating traffic impacts."

Discussion: Initial traffic volumes will be based on experience gained from participation at the HHW round-up collection events that began in 1989. These figures will be refined as experience is gained with the mobile collection program.

Comment: "Right of Way The Initial Study does not include any analysis of impacts to Right of Way"

Response: "Impacts to Right-of-Way - Only established street Rights-of-Way shall be used for access to mobile collection sites. Impacts to Right-of-Way will be mitigated in a similar manner as traffic."

Comment: "The project lists several actions as mitigation measures associated with project impacts. However, it is not clear as to how these mitigation measures will be monitored or reported."

Response: "The Bureau of Sanitation will be responsible for mitigation implementation and monitoring."

Discussion: Since each site possesses unique characteristics, monitoring the various site specific mitigation measures will be outlined within the operations plan for each site. For example, traffic will be monitored to insure that there is no congestion on the adjacent streets and equipment will be checked for compliance with noise levels, etc.

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 13, 1993

Page 6

Los Angeles Unified School District, Environmental Health and Safety Branch (EHSB):

Comment: "The Negative Declaration did not indicate whether facilities will be sited with a buffer zone. The minimum distance is 2000 feet as required by Health and Safety code Section 25202.5. This requirement should be included in the "Siting Guidelines" for this project and is especially critical for locations near our schools."

Response: "The buffer zone requirement imposed by Section 25202.5 of the Health and Safety Code applies to a land disposal facility with the intention of protecting the public by insuring a 2000 foot buffer between the nearest resident and the extreme boundary of the land disposal facility (Class I landfill). Since the Mobile HHW Collection Facility will serve only as a Transfer Facility (Pursuant to Section 25123.3 of the Health and Safety Code), and is not a Hazardous Waste Disposal Facility as defined in the code, this particular buffer requirement is not appropriate. However, we acknowledge the need for a buffer area around the mobile facility and will include such a zone in our operations plan."

Discussion: The extent of the buffer zone for each site will depend upon the relative location of residences and the perceived risk associated with the specific site surroundings. The minimum buffer area will be 50 feet measured from the point of unloading the vehicles or segregating of the material whichever is less. At the minimum, the buffer distance from any residence will be 50 feet from the point of unloading vehicles or segregating material whichever is less.

Comment: "The Negative Declaration did not discuss contingency plans and notification requirements in the event of a chemical spill during packaging, storage, transfer, or transportation of hazardous materials. The EHSB requests an opportunity to review the spill contingency plans in order to ensure that proper precautions will be taken."

Response: The operations plan, which will include contingency plans and notification procedures, will be submitted to the State Department of Toxic Substances Control (DTSC) for review and approval prior to the operation of the HHW Collection mobile facility.

Every precaution will be taken to prevent spills and despite our efforts, should a spill occur, proper notification including where necessary a written report to the City Attorney's Office and clean-up procedures will be conducted. We would be pleased to afford your Environmental Health and Safety Branch an opportunity to view the Operation Plan.

Discussion: The Operations Plan is required to be submitted thirty (30) days after the Notice to Proceed. Prior to operation of the Mobile HHW collection facility, the operation plan must have been approved by the DTSC.

Page 7

State of California, Department of Transportation:

Comment: "Although the plan calls for the establishment of traffic queuing lanes at the collection sites to moderate traffic flow as required, we recommend that sites be located as far as possible from freeway interchanges and from other state route/local street intersections."

Response: "Your recommendation that sites be located as far as possible from freeway interchanges and from other state route and local street intersections will be incorporated."

Discussion: The siting guidelines specify that "Ingress and egress shall not create major pedestrian or vehicular conflicts or disrupt the normal flow of traffic in the adjacent area." A Site Identification Procedures Plan is required to be submitted by the City's Contractor prior to moving onto a site, and will incorporate the program's Siting Guidelines.

Los Angeles County, Department of Public Works:

Comments: "Initial Study page 3, No. 3 Water, Section e) Discharge into Surface Waters should be in the "maybe" category and addressed in Chapter X Mitigation Measures."

Response: "The possibility of spillage does exist during the collection and handling of HHW. We believe this scenario is adequately mitigated under item No. 10 of the initial study, "Risk of Accident". The site preparation process consists not only of placing 15 mil visqueen over asphalt and concrete surfaces but, also locating and sealing drainage discharge points. All rainfall will be collected and treated as required and will not be released by way of the drainage system. The possibility of Discharge to surface waters is therefore, reduced to the extent that it is not considered necessary to mitigate. We will address the matter more specifically within the operations plan."

Discussion: The Operations plan will include the size and location of drainage discharge points on the site. Also included will be suggested methods of sealing discharge points to ensure that the possibility of surface water contamination is eliminated.

Comment: "Siting Guidelines page 2, No. 3 Drainage, should include the need to obtain permit acceptance from the owner/operator of the potentially impacted facilities for the proposed sealing/alterations to minimize the impact from any spills and/or rainfall incidents".

Response: "There is currently no requirement to obtain a permit for the purpose of sealing drains. All facility owners, managers and operators will be supplied with a site specific operations plan which will include the location of all discharge points to be sealed. Potential impacts resulting from the sealing of drains will be discussed before site preparation activities begin."

Comment: "The activity should have an accepted written procedure for each of the selected sites including information on individuals to contact for all potentially impacted facilities should site activities cause a discharge."

Response: "The operations plan for each selected site will include a list of emergency response personnel to be contacted should a spill or discharge occur."

These comments have been considered in the Final Negative Declaration, and incorporated into the Initial Study, which includes additional mitigation measures to control potential traffic increases.

The City Attorney's Office, Environmental Section has reviewed this report.

Presently, temporary HHW round-up events are conducted at various locations throughout the City. In 1991, nine events were conducted. The following table is a summary of cost and participation per event.

City of Los Angeles
HHW Temporary Collection Events Summary

Date	Location of Event	Number of Cars	Cost (\$)
Feb 1991	Sun Valley	1,400	\$306,377
Apr 1991	West L.A.	500	\$169,113
May 1991	Hollywood	1,030	\$244,668
Jun 1991	Granada Hills	2,175	\$392,271
Jul 1991	Unocal #2	1,830	\$282,226
Aug 1991	South Central	1,060	\$294,276
Sep 1991	N.E. Los Angeles	1,270	\$270,445
Oct 1991	Van Nuys	2,165	\$440,218
Nov 1991	Westchester	2,200	\$376,226
	Totals	13,630	\$ 2,775,820
	Averages	1,514 / event	\$ 203.66 / car

The average cost per temporary event was \$308,424. The cost per vehicle was \$203.66.

The Mobile HHW Collection Program participation is estimated to receive 650-750 vehicles per location over a two week period. Assuming that disposal costs remain relatively constant, the cost for the Mobile HHW Collection will be approximately \$200.00 per vehicle.

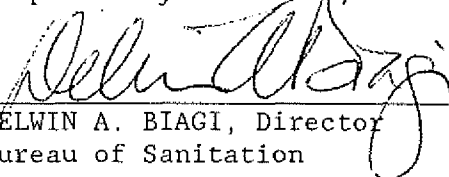
BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 13, 1993

Page 9

The Notice of Determination (Transmittal No. 3) must be filed with the City Clerk and the County Clerk upon adoption of the Negative Declaration. Therefore, it is included here to expedite the processing.

(CLH SGH DBS MMM)

Respectfully submitted,



DELWIN A. BIAGI, Director
Bureau of Sanitation

Prepared by:
Gregg Vandergriff, RCY
893-8514
011393-1

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT Committee

reports as follows:

	<u>Yes</u>	<u>No</u>
Public Comments	<u>X</u>	<u> </u>

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE REPORT relative to the Bureau of Sanitation Household Hazardous Waste Program.

Recommendation for Council Action as recommended by the City Administrative Officer:

1. APPROVE in concept a Mobile Collection Program and a pilot collection facility pending development of a permanent collection program.
2. INSTRUCT the Bureau of Sanitation to immediately prepare and release a Request for Proposals for a Mobile Collection Program and report back to Council with cost comparisons to the current roundups and the proposed pilot collection facility.

SUMMARY

The City Administrative Officer (CAO) reports that the Bureau of Sanitation has proposed a strategy for immediate, mid- and long-range programs dealing with Household Hazardous Waste (HHW). The immediate program, approved by both the Budget and Finance and Environmental Quality and Waste Management Committees, provides for four HHW roundups in 1990-91.

The Bureau proposes a mid-range program providing for a combination of a Mobile Collection Program and a pilot collection facility over the next two years. This will also serve as the basis for developing the City's long-range program. The Mobile Collection Program covers more area than the roundups by providing for more collection locations, is more conveniently located for residents and provides longer hours of service at each location. The Bureau estimates that a one percent participation rate in the Mobile Program will cost approximately \$2 million, basically the same cost as the Roundups. The Bureau anticipates greater participation rates once the Program is in place. The Mobile Program will take about one year to implement. The issuance of a Request for Proposals (REP) will provide a contractor for this service.

The Bureau is also planning a pilot collection facility at the North Central Refuse Collection Yard. This facility will receive HHW on an appointment basis for residents in the local area. First year costs for this facility are estimated at approximately \$636,000. The Bureau will submit a detailed cost analysis and appropriation request for this facility in the near future.

The CAO states that the long-range program (beyond 1992-93) involves an analysis of the results from the mid-range program and possible implementation of a combination of the Mobile Collection Program and permanent facilities.

Respectfully submitted,

ENVIRONMENTAL QUALITY &
WASTE MANAGEMENT COMMITTEE

AB
3-5-91
Citywide



MOTION ADOPTED TO APPROVE COMMITTEE REPORT RECOMMENDATION

ADOPTED

MAR 13 1991

LOS ANGELES CITY COUNCIL

+-----+
 AGENDA NO. 23-29 YES: 11 NO: 0 ABS: 4
 ALATORRE.....YES BERNARDI.....YES BERNSON.....YES FARRELL.....YES
 FLORES.....YES GALANTER.....YES HOLDEN.....YES WACHS.....YES
 JOO.....YES YAROSLAVSKY..YES FERRARO.....YES BRAUDE.....ABS
 VACANT.....ABS VACANT.....ABS PICUS.....ABS
 +-----+

TIME:
 10 56 59

25

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE
Report/Communication for Signature

Council File Number 90-1910-S4

Committee Meeting Date 3/4

Council Date 3/13

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMAN BRAUDE, Chair	X		
COUNCILWOMAN PICUS	X		
COUNCILWOMAN GALANTER	X		

Remarks Bureau of Sanitation
Household Hazardous Waste RFP

Adrienne Bass, Legislative Assistant ♦♦♦♦ Telephone 485-5700

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE

SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 90-1910-54

Petitioner/Communicant _____

Council Member(s) Brande, Picus, Galanter

Board of Environmental Affairs (Mail Stop 725)

Department of Environmental Affairs (Mail Stop 725)

Office of the Mayor (Mail Stop 370)

City Administrative Officer (Mail Stop 130)

Chief Legislative Analyst (Mail Stop 136)

South Coast Air Quality Management District

Bureau of Sanitation (Mail Stop 520)

Bureau of Engineering (Mail Stop 490)

Controller (Mail Stop 183)

City Attorney (Mail Stop 140)

Board of Public Works (Mail Stop 465)

_____ (Mail Stop)

_____ (Mail Stop)

_____ (Mail Stop)

_____ (Mail Stop)

_____ (Mail Stop)

_____ (Mail Stop)

CITY OF LOS ANGELES
CALIFORNIA

ELIAS MARTINEZ
CITY CLERK

J. MICHAEL CAREY
EXECUTIVE OFFICER



TOM BRADLEY
MAYOR

OFFICE OF THE
CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CA 90012
(213) 485-5708

90-1910-S4

February 6, 1991

ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE

In accordance with Council Rules, communication from the Mayor transmitting a report from the City Administrative Officer relative to the Household Hazardous Waste Program, was referred on February 5, 1991 to the ENVIRONMENTAL QUALITY AND WASTE MANAGEMENT COMMITTEE.

Elias Martinez
City Clerk
jy



CITY OF LOS ANGELES

CALIFORNIA



TOM BRADLEY
MAYOR

OFFICE OF THE BOARD OF PUBLIC WORKS

ROOM 353, CITY HALL
LOS ANGELES, CA 90012

JAMES A. GIBSON
SECRETARY

GENERAL INFORMATION
485-3381

RECEIVED

1990 OCT 22 PM 3:51

MAYOR
ANTON CALLEIA

BOARD OF PUBLIC WORKS MEMBERS

STEVE HARRINGTON
PRESIDENT
485-3375

DENNIS N. NISHIKAWA
VICE-PRESIDENT
485-3379

MYRLIE B. EVERS
PRESIDENT PRO-TEMPORE
485-3378

PERCY DURAN III
485-3377

FELICIA MARCUS
485-3376

October 12, 1990

#2 SAN

Mayor Tom Bradley
Room No. 305
City Hall

Attn: Anton Calleia

Subject: AUTHORIZATION TO CONDUCT HOUSEHOLD HAZARDOUS WASTE (HHW) ROUND-UP
EVENTS FOR FISCAL YEAR 1990/91 AND OUTLINE OF IMMEDIATE, MID-RANGE
AND LONG-RANGE HHW PROGRAM STRATEGIES

As recommended in the accompanying report of the Director of the
Bureau of Sanitation, which this Board has adopted, the Board of Public Works
recommends:

1. That the Bureau of Sanitation be authorized to utilize \$957,000 from the Unappropriated Balance (Item No. 14) to conduct four (4) HHW round-up events throughout the City for fiscal year 1990/91.
2. That the strategy for immediate, mid- and long-range programs for dealing with HHW on a Citywide basis be approved and that the Bureau of Sanitation be instructed to proceed with the implementation.

Respectfully yours,

for Gordon Clent
James A. Gibson

Secretary
Board of Public Works

JAG:GC:cg

cc: Edward J. Avila, Deputy Mayor

90 OCT 24 AM 8 12

CITY ADMINISTRATIVE OFFICE



ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
OCT 12 1990

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 2
OCTOBER 12, 1990

J. A. Gilman
Secretary

AUTHORIZATION TO CONDUCT HOUSEHOLD HAZARDOUS WASTE (HHW) ROUND-UP EVENTS FOR FISCAL YEAR 1990/91 AND OUTLINE OF IMMEDIATE, MID-RANGE AND LONG RANGE HHW PROGRAM STRATEGIES.

RECOMMENDATIONS

Approve and forward this report with transmittals to the Mayor and City Council with the following recommendations:

1. That the Bureau of Sanitation be authorized to utilize \$957,000 from the Unappropriated Balance (Item No. 14) to conduct four (4) HHW round-up events throughout the City for fiscal year 1990/91.
2. That the strategy for immediate, mid- and long-range programs for dealing with HHW on a Citywide basis be approved and that the Bureau of Sanitation be instructed to proceed with the implementation.

TRANSMITTALS

1. Copy of Council action dated April 3, 1990, CF No. 85-0466-S3 regarding funding for additional round-ups at a repeat location to evaluate HHW programs.
2. CAO letter dated March 13, 1990.
3. Summary Data on other Cities and Counties Round-up Programs.
4. Summary of City of Los Angeles Round-up Events in Fiscal Year 1989/90.
5. Summary of Questionnaires collected at the June 2, 1990, Reseda Round-up.
6. Oil Recyclers - Los Angeles County - August 1990.
7. Bureaus of Sanitation and Engineering Joint Report No. 2, dated January 5, 1990.
8. HHW Program Schedule.

DISCUSSION

The City Council on April 3, 1990, adopted a report of the Budget and Finance Committee (Transmittal No. 1) which instructed the Bureau of Sanitation to report back to the Mayor and City Council prior to scheduling additional round-up events. The report was for the purpose of evaluating the need for additional round-up events; and was to include an evaluation of less costly alternatives to round-ups, and an analysis of potential long term reclamation, recycling, and

BUREAU OF SANITATION
BOARD REPORT NO. 2
OCTOBER 12, 1990

Page 2

disposal options. This report includes a discussion of the items requested by the City Council and by the CAO in his letter dated March 13, 1990, (Transmittal No. 2).

IMPACT OF THE CALIFORNIA INTEGRATED SOLID WASTE MANAGEMENT ACT OF 1989 (AB-939).

The California Integrated Solid Waste Management Act of 1989 mandates that a City Household Hazardous Waste Component of the Source Reduction and Recycling Element include a "...program for the collection, treatment, and disposal of hazardous waste generated by residences within the jurisdiction of the plan." The objectives of this program are to reduce or eliminate the disposal of household hazardous waste at solid waste disposal facilities. To accomplish this, the City must provide an effective ongoing HHW program. Integral to this program are:

- . HHW collection (round-ups, mobile facility, pilot and permanent fixed facilities),
- . HHW monitoring (load check and waste characterization at the landfill),
- . HHW recycling programs (waste oils, paints and batteries); and,
- . Public education and information programs to support HHW collection and recycling and to encourage the use of safer substitutes.

The overall HHW program as it is developed will address all of these criteria.

LANDFILL CLOSURE TRUST FUND REIMBURSEMENT.

Cities and Counties are entitled to twenty percent (\$0.10 per ton) of the monies received into the Landfill Closure Trust Fund under the Eastin Bill (AB2448) for operating HHW programs. Under this law, the City of Los Angeles is entitled to a reimbursement of \$584,260 for fiscal year 1989/90 for HHW programs conducted during this period. Regulations for reimbursement of these monies are being promulgated. The City could lose future reimbursements if HHW programs are not conducted.

HISTORICAL DATA.

Numerous HHW collection programs have been conducted by other Southern California jurisdictions (Transmittal No. 3). Most of these have been round-up events, but some operate permanent facilities. Regardless of the jurisdiction, round-ups are similarly conducted, have high citizen participation, and are expensive to operate.

The City of Santa Monica operated a permanent HHW collection program for approximately 2 years at their City maintenance yard prior to it being closed by the Department of Health Services in May 1990. Violations occurred in storing and managing the HHW as a result of critical personnel being assigned other

BUREAU OF SANITATION
BOARD REPORT NO. 2
OCTOBER 12, 1990

Page 3

duties. The County of Orange under a private contract opened a permanent HHW collection facility in July 1990. The facility is opened Tuesday thru Friday 9 a.m. to 1 p.m. and on Saturdays from 9 a.m. to 3 p.m. Without any promotion or publicity, approximately 90 cars per day visit the facility. The County of Orange has not released exact figures but based upon the first week operation the contract cost is estimated to be \$300,000 per month.

Statistics from the eight City of Los Angeles round-up events (Transmittal No. 4) in fiscal year 1989/90 indicate that 40 percent of the material consisted of used motor oil and latex paint which was recycled. While this material represented a substantial amount, it only accounted for 3% of the total program cost. The remaining 60 percent (the majority of which was oil base paint) had to be lab-packed for disposal and accounted for 47% of the total program cost. Labor, overhead, travel and supplies accounted for the remaining 50% of the cost.

The Bureau of Sanitation as discussed under "Evaluation of Less Costly Alternatives, Short-term Disposal Options" will reduce some of the major expenditures by utilizing a local contractor who is able to consolidate and bulk more of the material requiring disposal.

NEED FOR ADDITIONAL ROUND-UP EVENTS

Additional round-up events will provide residents with a legal disposal option for HHW material until other City programs can be implemented. The two roundups conducted in Reseda provided a good basis for comparison to determine whether a single round-up satisfies the need for HHW collection in any given area. The table below shows a comparison of the two events by participation and amount of material collected. Based on this data there still continues to be a strong demand for HHW Collection Programs.

Date	Cars	55 Gal Drums (Lab Packed)	Motor Oil (Gal)	Paint (Gal)	Car Batteries	Cost
1/21/89	1700	690	5,978	3,500	193	\$270,593
6/2/90	1900	538	5,310	3,000	250	\$271,855

The data from the Reseda round-ups indicate that less material per car was collected in the second event than the first. This in part may be due to a reduced quantity of HHW collected from residents returning for a second-time or may indicate that with increased round-up activity the per capita quantity of material disposed will decrease. Since three of the four proposed round-up sites are scheduled to be held at repeat locations, the presence of any definite trend may be determined.

The need for HHW collection programs is also evident in that numerous requests for such service are received daily by City offices (The Board of Public Works Public Information Office received 1120 and 1256 requests in June and July

Page 4

concerning disposal of HHW), and the fact that many participants verbally expressed appreciation for the program at the round-ups. In addition, a summary of the questionnaires (Transmittal No. 5) given drivers at the last Reseda event indicated that eighty per-cent (80%) of the participants had not participated in a prior round-up event.

EVALUATION OF LESS COSTLY ALTERNATIVES

The Bureau of Sanitation has identified several ways to reduce costs of HHW programs. The long term management strategy involves a combination of source reduction of household hazardous waste and collection of accumulated inventories of these materials.

Short-term Disposal Options

City-Funded Round-Up Events.

Various contractors were evaluated under a Request for Proposal (RFP) process to perform round-up events for fiscal year 1990/91. Appropriate Technologies II, Inc. (Aptech) of San Diego, California demonstrated the best strategy for reducing overall cost and are being recommended to receive the contract for FY 1990/91. They propose to remove all material collected on the day of the round-up, transport it to their treatment facility near San Diego, and recycle, treat, or dispose of the remainder to incineration or a Class I landfill, thereby reducing the total number of drums needing disposal and in turn reducing cost. Also, Aptech is a subsidiary of BKK Corporation which has staff available locally at their landfill in West Covina and their Falcon transfer station in Wilmington who will be used during roundup events. This will result in a lower fixed labor cost since personnel will not have to be brought to Los Angeles and housed here during the roundups. We estimate a reduction in the costs by as much as 30% utilizing this new contractor.

Public/Private Sector-Funded Joint Ventures.

Cost can be reduced through joint public/private ventures, such as occurred with the UNOCAL round-up in Wilmington on April 21, 1990. In this event the City assumed generator liability and provided staff support, while UNOCAL paid the contractor costs of approximately \$300,000, a cost which otherwise would have been borne by the City. UNOCAL is considering jointly sponsoring this event annually at their Wilmington refinery. The Department has also been approached by other private entities who are interested in participating financially in the program. Citizen and community groups can also provide a leadership role in encouraging industry to subsidize the cost of HHW programs, thereby reducing the City's financial responsibility.

Source Reduction through Public Education.

Overall program costs can be reduced through public education to encourage the use of substitute non-hazardous products and/or to fully use all products for their intended purpose. By educating people to buy safe products, there will not be a need for disposal. Educational material instructing residents not to place HHW material in their trash and providing a list of products and recycling or legal disposal options is being included as a part of the overall public educational effort in connection with the City-wide recycling program. The Bureau of Sanitation will concentrate on the residential community while your Board's Integrated Solid Waste Management Office and the Hazardous/Toxic Materials Management Office is concentrating on the business sector. An aggressive City educational program will result in a reduction in HHW material and lower program costs.

Source Reduction and Recycling through the Regulatory Process.

The Bureau of Sanitation reviews environmental legislation and recommends to the City Legislative Analyst (CLA) that bills be supported, opposed, or amended based on their impact on the City. In addition, through the CLA, the City initiates legislation. For example, the household battery bill (AB-3530) partially resulted from staff input supporting the need for removal of household batteries from the waste stream. This bill appropriates funding to study the disposal and potential recyclability of household batteries. The California Oil Recycling Enhancement Act (AB-3749), while not initiated by the City, is being actively supported as it progresses through the State legislature. This bill would require a 20 cent per gallon recycling deposit for industrial or lubricating oil which will be refunded to certified used oil collection centers and curbside collection programs.

Legislation, providing financial incentives, mandating educational programs and banning the use of certain products can directly result in diverting hazardous materials from disposal and reducing the quantity of certain materials received at HHW collection facilities.

Potential Long Term Disposal Options

The problems associated with HHW is a major environmental concern. Residents need safe options to dispose of this material to prevent illegal dumping from contaminating the bay and ground water supplies, injuring sanitation workers, and disrupting the sewage treatment process.

Efforts are underway in the private sector for providing disposal and recycling of potentially hazardous materials and for reducing the manufacture of hazardous type materials. Examples of these efforts include the following:

Programs for Source Reduction

Green Cross/Green Seal Programs.

Green Cross and Green Seal are two independent programs which have similar objectives. Green Cross is a division of Scientific Certification System in Oakland, CA and is a non-profit company which certifies manufacturers and retailers who meet standards for producing products which are environmentally safe and/or recyclable. Green Seal is a coalition of environmental and public interest groups whose aim is to develop criteria to judge the suitability of products in a "cradle to grave" approach. Directors include leaders from the Sierra Club, the Natural Resources Defense Council, and Council on Economic Priorities. Both organizations will place approval "seals" on products on which consumers can rely as a measure of their environmental acceptability.

HHW Information Exchange Meetings.

Two HHW Information Exchange groups are active in California, one in the north, the other in the south. Both groups meet bi-monthly and consist of representatives from the public and private sectors. Their purpose is to share information to promote and enhance HHW reduction and collection programs. Representatives from the Bureau of Sanitation regularly attend and participate in these meetings. The State Department of Health Services and the California Integrated Waste Management Board are also represented. Through these exchanges, innovative ideas and methods are shared thereby improving how HHW is managed.

Programs For Disposing and Recycling of HHW Material

Motor Oil Recycling

As indicated herein under Historical Data, twenty percent of the material collected at City round-ups events is used motor oil. Many gas stations used to provide programs to receive used oil, but discontinued this service as a result of the increased disposal cost resulting from contamination by PCBs in some of the oil. Chief Auto Parts initiated a free waste oil collection program last year at some of their stores and has been expanding this service to their other retail outlets. Pep Boys also accepts limited amounts of used motor oil at some of their locations. Attached is a list of businesses (Transmittal No. 6) which currently accept used motor oil. These types of programs are excellent ways to reduce the need for disposal of hazardous material. The City needs to continue its efforts and become more aggressive in encouraging manufacturers and businesses to initiate such programs.

Paint Disposal and Recycling

Paint comprises the bulk of material received in HHW programs. Over 60% of the material collected at City round-ups is paint-related material with 20% being latex paint which is recyclable.

During FY 1989-90 latex paint collected at round-up events was reprocessed and a large portion was purchased back by the City for graffiti removal as a part of the Board of Public Works' Operation Cleansweep. Additionally the Integrated Solid Waste Management Office has developed a list of organizations who will accept donations of latex paint.

The Paint Task Force is a statewide group sponsored by the California Integrated Waste Management Board to find ways to recycle paint (both latex and oil) and to further industry involvement in paint recycling. The group meets on a monthly basis and seeks to involve both industry and regulators in working out problems in order to facilitate paint recycling.

HHW STRATEGY

The Bureau of Sanitation proposes the following overall strategy in providing HHW Collection programs and for reducing cost.

I. IMMEDIATE PROGRAM - ROUND-UP EVENTS - FISCAL YEAR 90/91

Round-up events present the most expedient means of providing a successful HHW Collection Service. The Bureau recommends that four round-up events be held in fiscal year 1990/91 as follows:

November	1990	West Los Angeles
January	1990	Hollywood
February	1991	Central Los Angeles
April	1991	Granada Hills

As previously mentioned, the Bureau is negotiating a contract with Appropriate Technologies II, Inc., a subsidiary of Greenfield Environmental in Torrance, California. We believe that the four round-ups can be conducted for the \$957,000 currently available.

II. MID-RANGE PROGRAM - FISCAL YEARS 91/92 AND 92/93

The mid-range program will operate over at least a two year period with the objective of increasing public participation in HHW programs and minimizing costs. The information collected from this program will

provide the basis for development of a long-term HHW collection program. Two collection alternatives will be evaluated in this mid-range program, a mobile HHW collection program and a pilot HHW collection facility. To minimize manpower requirements it is recommended that both the mobile program and the pilot facility be operated under a turnkey contract. Public participation, required staffing and cost will be among the factors evaluated in choosing one of the alternatives or a mix of the two. The overall effectiveness of these programs will be determined from the ongoing waste characterization study and the load check program.

A. MOBILE HHW COLLECTION PROGRAM

As a follow-on to the round-ups, the Bureau recommends implementing a mobile HHW Collection program. Authorization to conduct and fund this program will be requested in a separate report. Operation of a mobile collection program has been very successful in King County, Washington. City staff observed operation of their "Wastemobile" facility in late June, and we believe it can be equally successful in Los Angeles.

King County operates their "Wastemobile" under a full service contract, with Chemical Processors, Inc. (Chempro). The mobile facility is scheduled to operate in 24 geographic areas of the County and is open to the public Thursdays, Fridays, and Saturdays over a two week period at each location. A schedule listing the dates and areas is prepared a year in advance. Specific sites are identified and publicized a few weeks before the event. A variety of sites are utilized including church and school parking lots, park and ride lots, and shopping centers which are actively competing for these events. The HHW collected each day is transported to their contractor's treatment, storage and disposal facility (TSDF). At the end of the two week period, the mobile facility is relocated to the next scheduled location. The advantages of the program include more efficient use of personnel, minimal opposition for siting, and the availability of a drop-off location to residents throughout most of the year. King County has experienced a 5% to 6% annual participation rate for a population of one million people. This success rate is largely due to the education program conducted by the County. A pre-established schedule facilitates promotion of the program and creates overall environmental awareness. The initial budget for the program was \$1.5 million for 26 months; however due to higher participation rates and quantity of material collected, the cost may increase to \$1.8 million. Pending approval by the Mayor and City Council, a mobile HHW collection program under a personal services contract, could be operational within twelve months of the approval date. Assuming a participation rate of 1%, (which is similar to the participation rate of the eight round-ups conducted in calendar year 1989) the estimated annual program cost is \$2.23 million. If a 5% participation is

realized such as King County is experiencing, the annual cost could be as high as \$10 million.

B. PILOT HHW COLLECTION FACILITY

The Board of Public Works in the Bureaus of Sanitation and Engineering Joint Report No. 2, dated January 5, 1990, (Transmittal No. 7), instructed the Bureau of Sanitation to immediately begin permitting a pilot HHW Collection facility at the North Central Refuse Collection Yard at 452 N. San Fernando Road. This facility will receive HHW from residents living within Council Districts 1 & 14 and will be on an appointment basis. This facility will provide statistical data regarding participation rates and costs which can be utilized to determine the size and number of collection facilities required City-wide, and will provide important operational information. More importantly, it will function as an immediate outlet for residents disposing of HHW material.

The Bureau is in the process of preparing a Negative Declaration for this facility and completing the permit application to the State Department of Health Services. A preliminary budget estimate for support staff, preliminary expenses incurred directly by the City and the turnkey contract are being prepared and will be included as part of a HHW Program budget for funding various HHW activities that will be presented to your Board for approval. The start-up cost is estimated at \$117,000, and the annual operating cost at \$519,000 (not including City staff support).

III. LONG-RANGE PROGRAM

As information is obtained from operating the mobile and pilot HHW collection facilities under private contract, an evaluation will be made as to the strategy for a long term program. This strategy may include a mix of mobile and permanent sites in different areas of the City, and operate either under private contract or with City staff.

A. PERMANENT HHW COLLECTION SITES

The Bureau was authorized by the Board of Public Works (Transmittal No. 7) to begin the siting process for implementing permanent facilities. Staff support for this effort, together with other activities related to siting permanent facilities will also be included as part of the HHW Program budget. It is anticipated that it will take a minimum of five years to implement permanent HHW Collection facilities. This time will be required to identify sites, to complete the environmental documentation, permit the facility, obtain funding, and complete the design and construction.

BUREAU OF SANITATION
BOARD REPORT NO. 2
OCTOBER 12, 1990

Page 10

B. MODIFIED MOBILE HHW COLLECTION PROGRAM

If the Mobile HHW Collection Program proves to be successful, that program may be continued beyond the mid-range program in a similar or modified form. It may be ascertained that the program is better suited to serve certain parts of the City. If this is the case, the program will be modified to increase support through public education and improved availability of nearby sites, in those areas where less interest is shown.

It is anticipated that at least one permanent facility will be required for the 90 day storage of household hazardous waste regardless of the long-range option selected. Siting and permitting of that facility should proceed concurrently with the mid-range program.


The proposed timetable for implementing HHW programs is shown on the attached HHW Program Schedule (Transmittal No. 8). As indicated in this report, round-up events provide the best and most expedient method for collecting HHW material on an immediate basis. Therefore, the Bureau recommends that \$957,000 from the Unappropriated Balance be authorized to conduct four HHW round-up events in FY 1990-91.

STATUS OF FINANCING

Funds in the amount of \$957,000 are available in the 1990/91 fiscal year Unappropriated Balance (ITEM NO. 14) and are to be appropriated to Fund 100, Department 82, Sanitation, Account 3040, Contractual Services.

(CLH JMT MMM)

Respectfully submitted,



DELWIN A. BIAGI, Director
Bureau of Sanitation

Prepared by:
Carl L. Haase, SWMP
Ext. 55347
101290-2

893-8203

San # 2, 10/12/90

CITY OF LOS ANGELES
CALIFORNIA

ELIAS MARTINEZ
CITY CLERK



OFFICE OF
CITY CLERK
ROOM 385 CITY HALL
LOS ANGELES, CA 90012
489-5709

WHEN MAKING INQUIRIES
RELATIVE TO THIS MATTER,
REFER TO FILE NO.

TOM BRADLEY
MAYOR

85-0466-S3

April 6, 1990

City Administrative Officer
Fire Department
Police Department
Board of Public Works ✓
Bureau of Sanitation

Controller, Room 220
Accounting Division F&A
Disbursement Division
Transportation Department

RE: FUNDING FOR AN ADDITIONAL ROUNDUP AT A REPEAT LOCATION TO
EVALUATE THE HOUSEHOLD HAZARDOUS WASTE PROGRAM

At the meeting of the Council held April 3, 1990, the following
action was taken:

Attached report adopted.....	X
" resolution " ().....	
Ordinance adopted.....	
Motion adopted to approve attached report.....	
" " " " communication.....	
To the Mayor for concurrence.....	
To the Mayor FORTHWITH.....	
Mayor concurred.....	04-05-90
Appointment confirmed.....	
Findings adopted.....	
Negative Declaration adopted.....	
Categorically exempt.....	
Generally exempt.....	
EIR certified.....	
Tract map approved for filing with the County Recorder....	
Parcel map approved for filing with the County Recorder....	
Bond approved is No. _____ of Contract.....	
Resolution of acceptance of future street to be known as _____ adopted.....	
Agreement mentioned therein is/are No. _____ _____ of Contracts.....	
Attach a copy of follow-up Department Report to file.....	
Special Instructions _____	

Elias Martinez
City Clerk
mb

TRANSMITTAL NO. 1



29

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your **BUDGET AND FINANCE** Committee

reports as follows:

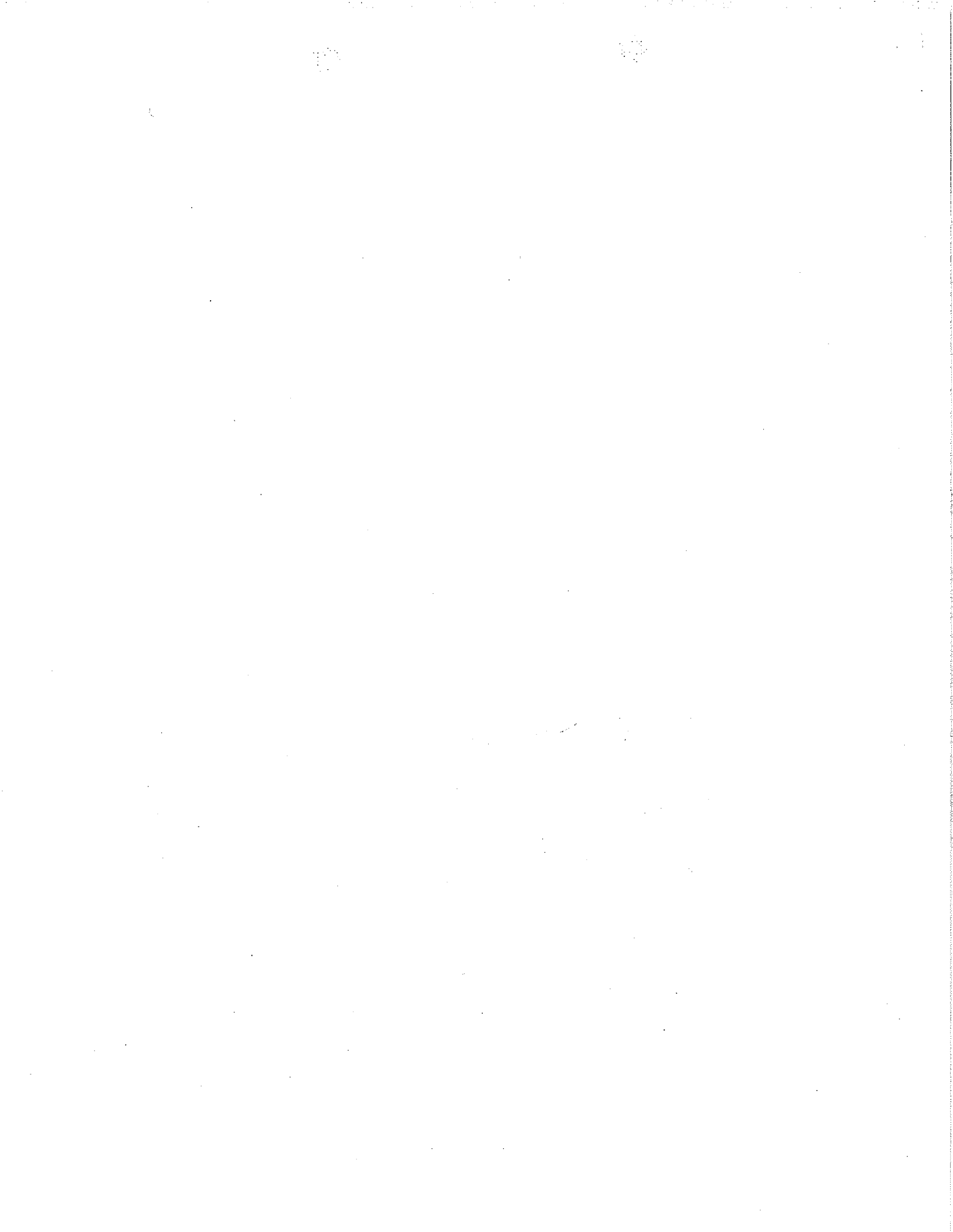
Public Comments Yes No
 X

BUDGET AND FINANCE COMMITTEE REPORT relative to funding for an additional roundup at a repeat location to evaluate the Household Hazardous Waste Program.

Recommendations for Council Action, as recommended by the City Administrative Officer, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. TRANSFER \$160,000 from the Reserve Fund to the Unappropriated Balance and appropriate that amount to the following funds and accounts:

<u>Fund and Account Title</u>	<u>Amount</u>
<u>Fund No. 100, Bureau of Sanitation,</u> <u>Dept. No. 82</u>	\$148,320
1090, Salaries Overtime	12,000
3040, Contractual Services	136,320
<u>Fund No. 100, Transportation,</u> <u>Dept. No. 94</u>	\$ 2,400
1090, Salaries Overtime	
<u>Fund No. 100, Board of Public Works,</u> <u>Dept. No. 74</u>	\$ 2,000
1010, Salaries General	7,040
1010, Salaries Overtime	960
<u>Fund No. 100, Police Department No. 70</u>	\$ 200
1090.2, Overtime, Police Officers	
<u>Fund No. 100, Fire Department No. 18</u>	\$ 480
1090.2, Fire Fighter Overtime	



TOTAL \$160,000

2. INSTRUCT the Bureau of Sanitation to report back to the Mayor and Council following the completion of the ninth roundup with an evaluation of the Household Hazardous Waste Program to date and discussion of less costly collection and disposal options and the other issues raised in the CAO report.

SUBJECT FILE TO BE TRANSMITTED TO THE MAYOR FORTHWITH.

SUMMARY

The City Administrative Officer (CAO) reports that in July 1985, the Council initiated a residential hazardous waste pilot project that included on-call collection and a Citywide public information campaign at a cost of \$637,600. In February 1988, the pilot program was amended to include seven community collection events (roundups). Additional appropriations were made to total \$3,308,134 to complete eight events. Initial funding came from the Environmental Trust Fund (ETF); after April 11, 1989, the program has been financed from the General Fund. The Bureau of Sanitation now requests \$1 million to conduct three more roundups.

The Household Hazardous Waste (HHW) Program offers citizens a legal means to dispose of hazardous waste materials such as used paint, motor oil, batteries and household poisons. However, the program has been very expensive. Average cost per roundup has been revised from \$100,000 to \$360,000 due to high packing and disposal expenses and a greater than anticipated participation rate. Costs appear to increase in direct proportion to increases in participation. The average cost has been approximately \$319 per household.

To date, the Bureau of Sanitation has not investigated alternative options to the program which may be less costly, or evaluated issues such as the impact of the program on the City waste stream, public expectations of HHW program services including the perception that hazardous waste disposal is a no-cost service, continued use of a private contractor to conduct events and participation in these types of City services by non-City residents. The Bureau has made preliminary plans to propose a permanent HHW program that would involve the siting of permanent collection facilities; however, it would probably take at least several years before environmental clearances are obtained and facilities constructed after a program is approved.

The CAO states that at least one additional roundup event at a repeat location is needed to evaluate the effort to date. A low participation rate may indicate that public interest or need is

occasional only and a permanent collection site is unnecessary. A high participation rate which translates into higher costs raises concern over future funding of the activity.

In view of current Reserve Fund shortfalls and incomplete information on alternative collection and disposal options and sustaining public interest, the CAO recommends one additional roundup at this time and instructions to the Bureau to complete an evaluation of less costly alternatives to the roundups and an analysis of potential long-term HHW reclamation, recycling and disposal options for the City before more events are scheduled. The Bureau has \$200,000 remaining from previous appropriations, so \$160,000 would be required to finance the event which should be held at a repeat location.

Your Committee concurs with the recommendation of the City Administrative Officer and submits the matter for Council consideration.

Respectfully submitted,

BUDGET AND FINANCE COMMITTEE

[Handwritten signature]
Joe Pico

JL
3-15-90

REPT.
ADOPTED

APR 03 1990

LOS ANGELES CITY COUNCIL
~~TO THE BUDGET AND FINANCE COMMITTEE~~

MAJOR WITH FILE

MAR 20 1990
Continued to MARCH 27, 1990

MAR 21 1990
Continued to MAR 27 1990

MAR 27 1990
Continued to MARCH 28, 1990

MAR 28 1990
Continued to April 3, 1990

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 13, 1990

To: Delwin A. Biagi, Director
 Bureau of Sanitation

From: Keith Comrie, City Administrative Officer

By: Judith K. Sobject, Chief Administrative Analyst 

Subject: REQUEST FOR AUTHORIZATION TO ESTABLISH PERMANENT COLLECTION FACILITIES FOR THE HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM

The February 20, 1990 report of this Office to the Mayor regarding the request for funding of additional roundup events recommends that the Mayor and Council instruct the Bureau of Sanitation to evaluate less costly alternatives to the HHW roundups, including an analysis of potential long-term HHW reclamation, recycling and disposal options before more roundup events are scheduled. At your request, we have prepared the following list of issues which we believe should be addressed in your evaluation and analysis:

I. Defining the Problem

- A. What are the current and future objectives of the program and how do round-up events and permanent collection facilities address these goals?
- B. What method of measurement is used to determine amount of reduction of HHW in the waste stream as a result of the program's efforts? Other than the Load Check program, are there any other methods? Also see III G.
- C. Have programs in other jurisdictions been successful in significantly reducing the amount of hazardous waste being disposed in solid waste landfills through programs of this nature? Describe such programs if different from the City round-ups and evaluate the feasibility of use by the City.
- D. What is the incidence of injury to sanitation workers from handling household hazardous waste in the residential waste stream? Is this a real problem?

II. Defining the Target Population and Assessing Costs

- A. The HHW program has provided services to approximately 1% of the City households, what approximate percentage of population will be served by the proposed roundups/permanent collection sites programs? What are the costs of constructing, permitting, operating, maintaining and providing disposal services at the first proposed collection facility (North Central Refuse Yard)?

IV. Staffing Requirements

- A. What do you anticipate your staffing needs will be for HHW round-ups, North Central Yard and the loadcheck program at Lopez Canyon?
- B. What training will new staff positions require? How will training be provided for? Are there any alternatives to utilizing a contractor to retrain staff in HHW handling and disposal?
- C. Such as, if periodic training is required, can it be conducted by City personnel?
- D. What positions, if any, can cross-coordinate service and training with recycling program operations?

Please have appropriate department staff address the items above at their earliest convenience. If I can be of help in clarifying issues please do not hesitate to contact me.

KC:RHM:gcl

cc: Carl Haase, Bureau of Sanitation

VENTURA COUNTY

NO	LOCATION (roundups)	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	NUMBER OF BATTERIES	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1	CITY OF VENTURA	3/21/87	488	249	330			\$89,575	\$184	NG CHEMICAL
2	OXNARD/HUENEME	11/14/87	281	110	330	550		\$41,101	\$146	NG CHEMICAL
3	THOUSAND OAKS	11/19/88	1,048	202	2,310	1,210		\$116,854	\$112	MSE ENVIRONMENTAL
4	VENTURA/OJA1	7/29/89	965	266	1,870	990		\$119,963	\$124	MSE ENVIRONMENTAL
TOTALS			2,782	827	4,840	2,750		\$367,493		
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTTS/CAR		COST/CAR (dollars)	
				0.30	1.74	0.99		\$132		

ORANGE COUNTY

NO	LOCATION (roundups)	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	BATTERIES (lbs.)	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1	MISSION VIEGO		1,569	699	1,023	8,645	2,463	\$145,034	\$92	DISPOSAL CONTROL
2	IRVINE		990	465	682	5,764	1,642	\$74,031	\$75	CONT CHEMICALS
TOTALS			2,559	1,164	1,705	14,409	4,105	\$219,065		
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTTS/CAR		COST/CAR (dollars)	
				0.45	0.67	5.63	1.60	\$86		

SANTA BARBARA COUNTY

NO	LOCATION (roundups)	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	NUMBER OF BATTERIES	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1		MAY 89	1,350	422	1,700	850		\$110,000	\$81	
2		NOV 89	1,150	197	850	990		\$99,000	\$86	
TOTALS			2,500	619	2,550	1,840		\$209,000		
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTTS/CAR		COST/CAR (dollars)	
				0.25	1.02	0.74		\$84		

SAN DIEGO COUNTY

NO	LOCATION	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	NUMBER OF BATTERIES	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1	SOUTH S.D.	8/6/88	148	64	0	648		\$17,733	\$120	APTECH II
2	UNIVERSITY CITY	9/10/88	315	162	249	1,456		\$28,540	\$91	APTECH II
3	OCEANSIDE	9/24/88	450	289	569	1,989		\$40,157	\$89	APTECH II
4	PARADISE	10/15/88	67	62	131	650		\$15,726	\$235	APTECH II
5	POWAY	10/29/88	500	210	320	1,934		\$35,712	\$71	APTECH II
6	SAN CARLOS	11/12/88	525	228	363	2,443		\$40,680	\$77	APTECH II
7	(CRAWFORD) E.S.D.	2/18/89	270	171	266	1,666		\$31,796	\$118	APTECH II
8	SANTEE	3/11/89	240	133	200	1,338		\$23,994	\$100	APTECH II
9	DEL MAR	4/15/89	580	286	720	1,980		\$37,621	\$65	APTECH II
10	MIRA MESA	4/22/89	466	248	696	1,916		\$33,768	\$72	APTECH II
11	VISTA	5/6/89	545	216	868	1,470		\$33,072	\$61	APTECH II
12	SPRING VALLEY	5/20/89	291	162	448	1,369		\$26,317	\$90	APTECH II
13	PACIFIC BEACH	6/10/89	600	314	300	1,556		\$38,187	\$64	APTECH II
14	NORTH PARK	6/24/89	490	279	574	2,459		\$30,867	\$63	APTECH II
	TOTAL		5,487	2,824	5,704	22,874		\$434,170		
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTTS/CAR		COST/CAR (dollars)	
				0.51	1.04	4.17		\$79		

LOS ANGELES COUNTY

NO	LOCATION (roundups)	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	NUMBER OF BATTERIES	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1	ROSE BOWL	4/28/90	4,202	961	5,475	6,200	550	\$516,565	\$123	SAFETY SPECIALISTS
2	LONG BEACH	5/5/90	3,116	811	4,400	6,720	480	\$475,532	\$153	SAFETY SPECIALISTS
3	WHITTIER(JAO)	5/19/90	2,008	584	4,950	4,032	230	\$375,814	\$187	SAFETY SPECIALISTS
4	C-POLY POMONA	6/16/90	2,068	232	4,969		320	\$314,714	\$152	APTECH II
TOTALS			11,394	2,588	19,794	16,952	1,580	\$1,682,625		
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTS/CAR	COST/CAR (dollars)		
				0.23	1.74	1.49	0.14	\$148		

REDONDO BEACH

NO	LOCATION (roundups)	DATE	NUMBER OF CARS	NUMBER OF 55-GAL DRUMS	OIL (gallons)	PAINT (gallons)	NUMBER OF BATTERIES	COST (dollars)	COST/CAR (dollars)	CONTRACTOR
1	REDONDO BEACH	6/3/89	420	83	500	500	74	\$47,000	\$112	
TOTAL AVERAGES				NUMBER OF DRUMS/CAR	OIL/CAR (gallons)	PAINT/CAR (gallons)	NUMBER OF BATTS/CAR	COST/CAR (dollars)		
				0.20	1.19	1.19	0.18	\$112		

CITY OF LOS ANGELES'S PERIODIC ROUNDUP EVENTS(1989)

NO	LOCATION	RECYCLABLES			DISPOSAL		LABOR/ADM (dollars)	CARS	TOTAL COST (dollars)	COST/CAR
		LATEX PAINT (gallons)	MOTOR OIL (gallons)	COST (dollars)	* LABPACK 55 gal drums	COST (dollars)				
1	RESEDA	5,978	3,500	\$15,370	690	\$134,550	\$120,673	1,700	\$270,593	\$159
2	WEST L.A.	3,600	2,115	\$9,300	619	\$114,270	\$146,375	1,560	\$269,945	\$173
3	VAN NUYS	2,650	2,735	\$7,300	860	\$161,211	\$174,940	1,500	\$343,451	\$229
4	S. CENTRAL	976	960	\$3,040	338	\$65,604	\$101,332	360	\$169,976	\$472
5	HARBOR	1,500	3,145	\$4,050	538	\$106,524	\$109,053	1,040	\$219,627	\$211
6	G. HILLS	5,270	6,660	\$19,590	1,011	\$201,189	\$188,004	2,450	\$408,783	\$167
7	DODGER	1,350	2,185	\$5,662	430	\$106,822	\$110,286	762	\$222,770	\$292
8	S. VALLEY	2,295	3,880	\$8,038	426	\$123,975	\$116,043	975	\$248,056	\$254
	TOTAL	23,619	25,180	\$72,350	4,912	\$1,014,145	\$1,066,706	10,347	\$2,153,201	
	% OF MATERIALS	19%	20%		61%					
	% OF COST			3%		47%	50%		100%	

CITY OF LOS ANGELES
HOUSEHOLD HAZARDOUS WASTE ROUND-UP
RESEDA EVENT - JUNE 2, 1990

RESULTS OF QUESTIONNAIRES GIVEN TO DRIVERS AS THEY ENTERED:

NUMBER OF CARS TO EVENT: 1900

334 Questionnaires were evaluated with the following results:

- 80% of the cars came from Reseda and the immediately surrounding area (Woodland Hills, Canoga Park, Chatsworth, Northridge, Granada Hills, San Fernando, and Van Nuys).
- 90% of the respondents had NOT been to a previous round-up.
- 38% of the respondents indicated they came as a result of the flyers which we sent or delivered.
- 33% of the respondents indicated they came as a result of newspaper advertising.
- 10% of the respondents indicated they came as a result of radio advertising. KGIL was the only radio station mentioned specifically.
- 12% indicated that mobil facilities offered 4 times a year would be preferred. (Although no explanation was given how this would work.)
- 35% of the respondents indicated they heard about this event through one of the other sources.
- 44% indicated they'd prefer Round-ups, and
- 44% indicated they'd prefer small permanent sites.

Approximately 10% indicated they had oil only or paint only.

The most frequently added comment was that better notice of such events was needed. At the exit station, almost everyone who spoke said, "Thank you."

ZIP	CITY	COMPANY NAME	ADDRESS	PHONE
90003	LOS ANGELES	PEP BOYS	200 W MANCHESTER BLVD	(213) 750-2500
90004	LOS ANGELES	PETTY'S SERVICE	4700 BEVERLY BLVD	(213) 462-5061
90015	LOS ANGELES	PEP BOYS	1200 W WASHINGTON BLVD	(213) 749-1594
90016	LOS ANGELES	PEP BOYS	2800 CRENSHAW BLVD	(213) 734-3838
90021	LOS ANGELES	CHIEF AUTO PARTS	8522 WESTERN, #C	(213) 793-9032
90022	COMMERCE	PEP BOYS	256 S ATLANTIC BLVD	(213) 722-1000
90022	COMMERCE	CHEVRON	6150 TELEGRAPH RD	(213) 722-0136
90026	LOS ANGELES	CHIEF AUTO PARTS	2202 SUNSET BLVD	(213) 413-3511
90026	LOS ANGELES	CHIEF AUTO PARTE	1515 HILLMURST	(213) 663-3108
90028	LOS ANGELES	PEP BOYS	6125 HOLLYWOOD BLVD	(213) 469-1195
90031	LOS ANGELES	CARDENAS SERVICE	2829 N MAIN ST	(213) 221-3501
90033	EAST LOS ANGELES	CHIEF AUTO PARTS	1955 BROOKLYN AVE	(213) 663-3108
90036	LOS ANGELES	CHEVRON	7020 BEVERLY BLVD	(213) 931-4272
90044	LOS ANGELES	PEP BOYS	5801 S VERMONT	(213) 753-2000
90049	LOS ANGELES	SHELL	800 N SEPULVEDA	(213) 476-1979
90064	WEST LOS ANGELES	UNOCAL	12100 OLYMPIC BLVD	(213) 477-3205
90064	WEST LOS ANGELES	CHEVRON	10830 NATIONAL BLVD	(213) 475-3125
90064	WEST LOS ANGELES	UNOCAL	2876 S BUNDY	(213) 479-5101
90064	WEST LOS ANGELES	PEP BOYS	10644 W PICO BLVD	(213) 836-6622
90210	BEVERLY HILLS	UNOCAL	9928 WILSHIRE BLVD	(213) 276-3076
90221	COMPTON	PEP BOYS	1721 N LONG BEACH BLVD	(213) 639-5100
90230	CULVER CITY	MOBIL	3800 SEPULVEDA BLVD	(213) 398-5297
90230	CULVER CITY	UNOCAL	11203 WASHINGTON PL	(213) 398-9378
90240	DOWNEY	NIKE'S SERVICE	9000 E TELEGRAPH RD	(213) 861-1617
90241	DOWNEY	PEP BOYS	10231 LAKEWOOD BLVD	(213) 861-9900
90245	EL SEGUNDO	CHEVRON	222 MAIN ST	(213) 322-2614
90250	HAWTHORNE	GOODYEAR	13315 HAWTHORNE BLVD	(213) 675-1155
90255	HUNTINGTON PARK	PEP BOYS	2671 RANDOLPH ST	(213) 583-6855
90265	MALIBU	CHEVRON	23614 PCH	(213) 456-2555
90274	ROLLING HILLS	PALOS VERDES RECYCLE	26401 CRENSHAW BLVD	(213) 375-6094
90278	REDONDO BEACH	WESTERN WASTE RECYCLE	2420 COMPTON BLVD	(213) 374-4006
90278	REDONDO BEACH	CHIEF AUTO PARTS	224 PROSPECT	(213) 316-3434
90278	REDONDO BEACH	WESTERN WASTE	2420 MARINE	(213) 374-4006
90301	INGLEWOOD	PEP BOYS	200 E SPRUCE AVE	(213) 678-2255
90302	INGLEWOOD	CHEVRON	1300 CENTINELA AVE	(213) 677-6548
90403	SANTA MONICA	CHEVRON	432 WILSHIRE BLVD	(213) 394-4565
90404	SANTA MONICA	SANTA MONICA RECYCLE	1 RECYCLE WAY	(213) 828-0226
90404	SANTA MONICA	EDION	3223 SANTA MONICA BLVD	(213) 828-3883
90404	SANTA MONICA	SANTA MONICA HWY	2500 MICHIGAN AVE	(213) 458-8526
90405	SANTA MONICA	TEXACO	1410 PICO	(213) 452-9967
90405	SANTA MONICA	CHIEF AUTO PARTS	2606-08 PICO BLVD	(213) 450-2555
90504	TORRANCE	CHIEF AUTO PARTS	2207 ARTESIA BLVD	(213) 327-3419
90505	TORRANCE	PEP BOYS	3124 SEPULVEDA BLVD	(213) 326-3002
90601	WHITTIER	PUNTE HILLS RECYCLE	2800 S WORMAN HILL RD	(213) 692-3531
90604	WHITTIER	CHIEF AUTO PARTS	14953 LEFFINGWELL	(213) 944-4475
90638	LA MIRADA	PEP BOYS	14207 VALLEY VIEW	(213) 944-6437
90638	LA MIRADA	PAT'S SERVICE CENTER	14155 E IMPERIAL HWY	(213) 944-7211
90650	NORWALK	CHEVRON	10967 ALONDRA BLVD	(213) 868-4540
90650	NORWALK	CHEVRON	12155 E IMPERIAL HWY	(213) 863-4488
90650	NORWALK	ARCO	10602 E IMPERIAL HWY	(213) 864-5522
90660	PICO RIVERA	UNOCAL	6749 S ROSEMEAD	(213) 949-7443

ALWAYS CALL COMPANY FIRST TO VERIFY AVAILABILITY, LIMITS, AND COST (IF ANY)

ZIP	CITY	COMPANY NAME	ADDRESS	PHONE
90670	SANTA FE SPRINGS	CHEVRON	11426 E TELEGRAPH	(213) 868-7618
90670	SANTA FE SPRINGS	CHEVRON	12155 TELEGRAPH RD	(213) 944-3109
90701	ARTESIA	PEP BOYS	11944 SOUTH ST	(213) 402-1987
90701	LOS ALAMITOS	CERRITOS SERVICE	3971 E CERRITOS	(213) 598-6911
90706	BELLFLOWER	PEP BOYS	8533 ARTESIA BLVD	(213) 630-8985
90706	BELLFLOWER	ARCO	9754 E ROSECRANS	(213) 867-9051
90706	BELLFLOWER	UNOCAL	14302 BELLFLOWER BLVD	(213) 925-2117
90712	LAKEWOOD	KEN'S SERVICE	2626 DEL AMO	(213) 428-4989
90717	LOMITA	CHEVRON	1975 W LOMITA BLVD	(213) 326-1043
90744	WILMINGTON	TEXACO	1327 W ANAHEIM	(213) 513-9496
90744	CARSON	PEP BOYS	810 E DOMINGUEZ ST	(213) 532-3781
90745	CARSON	CHIEF AUTO PARTS	23405-07 MAIN ST	(213) 518-4230
90746	CARSON	ART PAUL'S SERVICE	20240 S AVALON BLVD	(213) 532-2566
90746	CARSON	PETROLEUM RECYCLING	16604 S SAN PEDRO	(213) 532-7909
90805	LONG BEACH	CHIEF AUTO PARTS	240 W ANAHEIM	(213) 432-2751
90806	SIGNAL HILL	PETROLEUM RECYCLING	1835 E 29TH ST	(213) 595-7431
90806	SIGNAL HILL	W/H TANK LINES	2202 SPRING ST	(213) 427-3109
90806	LONG BEACH	CHIEF AUTO PARTS	2594 SANTA FE	(213) 492-6860
90808	LONG BEACH	CHEVRON	3405 LAKEWOOD BLVD	(213) 429-3929
90808	LONG BEACH	ARCO	4161 BELLFLOWER BLVD	(213) 425-2618
90813	LONG BEACH	CROSSBY & OVERTON	1620 W 16TH ST	(213) 432-3445
90815	LONG BEACH	CHEVRON	2610 LAKEWOOD BLVD	(213) 494-3562
91006	ARCADIA	CHIEF AUTO PARTS	1451 BALDWIN	(818) 446-4453
91006	ARCADIA	MOBIL	210 E LIVE OAK AVE	(818) 446-6979
91006	ARCADIA	TEXACO	900 W DUARTE	(818) 445-2206
91030	SOUTH PASADENA	S PASADENA RECYCLE	600 STONEY DR	(818) 799-0041
91040	SUNLAND	TEXACO	8505 FOOTHILL	(818) 332-4736
91101	PASADENA	CHEVRON	666 N LAKE AVE	(818) 796-0714
91105	PASADENA	PEP BOYS	1135 E COLORADO BLVD	(818) 793-8181
91106	PASADENA	MULL AUTOMOTIVE	491 N ALLEN AVE	(818) 793-7555
91108	SAN MARINO	UNOCAL	2390 WILMINGTON DRIVE	(818) 286-4030
91205	GLENDALE	CHIEF AUTO PARTS	800 S GLENDALE AVE	(818) 956-7368
91206	GLENDALE	CHEVRON	334 N BERDUGO	(818) 956-9058
91335	RESEDA	PEP BOYS	7340 RESEDA BLVD	(818) 708-7173
91340	SAN FERNANDO	PEP BOYS	1231 SAN FERNANDO RD	(818) 898-1491
91343	SEPULVEDA	CHEVRON	8301 SEPULVEDA BLVD	(818) 892-9095
91344	GRAMADA HILLS	UNION TIRE & SERVICE	11062 BALBOA BLVD	(818) 363-2668
91344	GRAMADA HILLS	UNOCAL	17000 RINALDI	(818) 360-7606
91344	GRAMADA HILLS	CHEVRON	11840 BALBOA BLVD	(818) 363-1031
91345	MISSION HILLS	UNOCAL	11109 SEPULVEDA BLVD	(818) 365-2011
91352	SUN VALLEY	MOBIL	8360 SUNLAND BLVD	(818) 768-3233
91355	CANYON COUNTRY	CHEVRON	19266 SOLEDAD CANYON RD	(805) 252-3182
91364	WOODLAND HILLS	TEXACO	5314 TOPANGA CANYON RD	(818) 883-3525
91405	VAN NUYS	PEP BOYS	7650 VAN NUYS BLVD	(818) 787-3300
91406	VAN NUYS	MOBIL	15303 SHERMAN WAY	(818) 997-8928
91502	BURBANK	PEP BOYS	254 W OLIVE	(818) 845-3355
91502	BURBANK	BURBANK RECYCLE	720 N LAKE STREET	(818) 841-9700
91601	NORTH HOLLYWOOD	PEP BOYS	5356 LANCASTER HWY	(818) 980-2900
91606	NORTH HOLLYWOOD	MR. TRANSMISSION	11410 VICTORY BLVD	(818) 985-5002
91702	AZUSA	PEP BOYS	123 E GLADSTONE	(818) 969-7609
91706	BALDWIN PARK	MOBILE	12670 RAMON BLVD	(818) 813-5254

ALWAYS CALL COMPANY FIRST TO VERIFY AVAILABILITY, LIMITS, AND COST (IF ANY)

ZIP	CITY	COMPANY NAME	ADDRESS	PHONE
91722	AZUSA	EXXON	18585 E ARROW HWY	(818) 339-6233
91722	COVINA	CHIEF AUTO PARTS	1269 SAN BERNARDINO ST	(818) 967-0584
91732	EL MONTE	PEP BOYS	11937 E VALLEY BLVD	(818) 410-0404
91732	EL MONTE	TEXACO	11860 VALLEY BLVD	(818) 575-8081
91733	SOUTH EL MONTE	UNOCAL	9408 RUSH ST	(818) 443-4077
91745	MACIENDA HEIGHTS	CHEVRON	2321 S MACIENDA BLVD	(818) 961-4035
91745	MACIENDA HEIGHTS	CHEVRON	17175 E COLIMA RD	(818) 965-7112
91748	ROWLAND HEIGHTS	EXXON	19005 E COLIMA	(818) 964-6999
91768	POMONA	UNOCAL	1212 N WHITE STAR AVE	(714) 629-5589
91770	ROSEMEAD	UNOCAL	8959 E VALLEY BLVD	(818) 285-8188
91776	SAN GABRIEL	UNOCAL	101 E LAS TUNAS	(818) 287-3035
91780	TEMPLE CITY	UNOCAL	5329 BALDWIN AVE	(818) 448-7361
91780	TEMPLE CITY	CHEVRON	9625 LAS TUNAS	(818) 287-3530
91790	WEST COVINA	CHEVRON	1209 S SUNSET AVE	(818) 338-6527
91791	WEST COVINA	UNOCAL	123 N GRAND AVE	(818) 966-9211
91792	WEST COVINA	PEP BOYS	1540 E AMAR RD	(818) 810-9936
93065	SIMI VALLEY	PEP BOYS	660 E LOS ANGELES	(818) 522-4002
93534	LANCASTER	PEP BOYS	44229 20TH ST W	(805) 945-9408

ALWAYS CALL COMPANY FIRST TO VERIFY AVAILABILITY, LIMITS, AND COST (IF ANY)

L:\OIL-BATT\OILZIP 8/15/90 JR

DEPARTMENT OF PUBLIC WORKS

~~BUREAU OF SANITATION~~
BUREAU OF ENGINEERING
JOINT REPORT NO. 2
JANUARY 5, 1990

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JAN 5, 1990



HOUSEHOLD HAZARDOUS WASTE PROGRAM: AUTHORIZATION TO ESTABLISH PERMANENT
COLLECTION FACILITIES

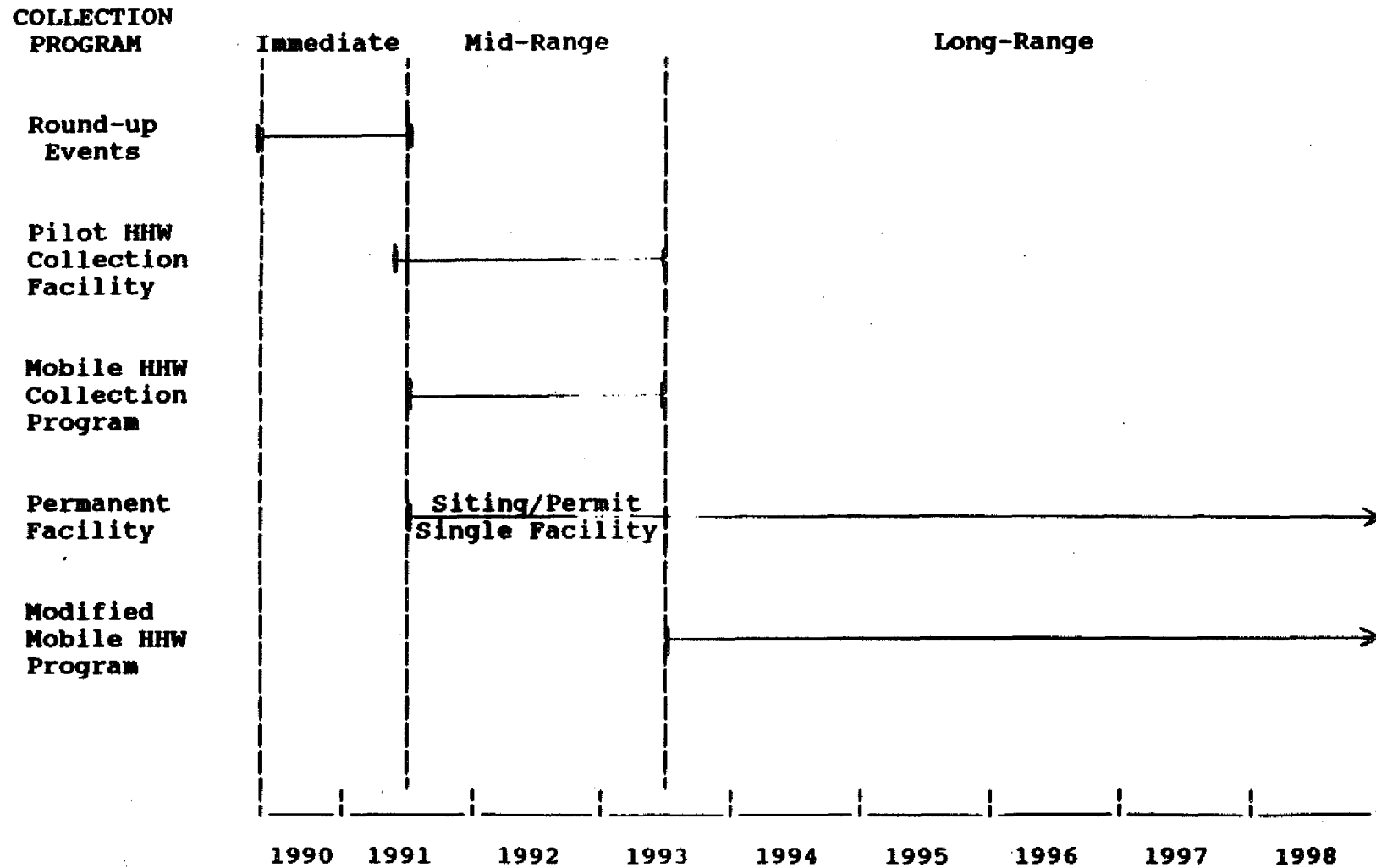
RECOMMENDATIONS

1. Receive and file Bureau of Sanitation Report No. 1, dated January 3, 1990.
2. Approve and forward this report to the Mayor and City Council with the following recommendations:
 - a. Instruct the Bureau of Sanitation to immediately begin the permitting of an interim Household Hazardous Waste (HHW) collection facility at the Bureau of Sanitation Refuse Collection Yard at 452 San Fernando Road.
 - b. Authorize the Bureaus of Sanitation and Engineering to investigate and identify permanent HHW sites at both existing Public Work's facilities which can be expanded through property acquisition, and other City facilities; and to report back to the Board and City Council as to the cost, locations, and time frame for implementing permanent HHW collection sites.
 - c. Instruct all City departments, including the Department of Water and Power, the Fire Department and the Police Department to cooperate with the Bureau of Sanitation in the development of permanent HHW sites their respective facilities.
 - d. Authorize the Bureau of Sanitation to investigate the siting of HHW facilities at private locations under Contract with the City, and to release a Request for Proposal (RFP) for the purpose of identifying a private vendor(s) to operate a HHW collection site(s).

DISCUSSION

The Bureau of Sanitation has conducted two Household Hazardous Waste programs. They are Project Cleanhouse and Round-up events. Project Cleanhouse provided a pick-up service of HHW material by specially trained refuse collection personnel, and operated in Council Districts 1 and 14 from October 17, 1988 to April 30, 1989. The Round-up events provided for residents to bring their HHW material to a specific location on a designated day, usually Saturday. A series of eight round-up events were held throughout the City in calendar year 1989.

HHW PROGRAM SCHEDULE



8/10/90

TRANSMITTAL

0220-02282(A9)

TO

THE COUNCIL

FEB 4 1991

COUNCIL FILE No.

FROM

THE MAYOR

COUNCIL DISTRICT

Transmitted for your consideration. See
City Administrative Officer report attached.

Tom Bradley
MAYOR QUAL & WASTE MGT

FEB 05 1991

REPORT FROM



CITY ADMINISTRATIVE OFFICER

TO The Mayor	DATE 1-28-91	CAO FILE No. 0220-02282(A9)
REFERENCE Bureau of Sanitation report adopted by the Board of Public Works October 12, 1990; referred by Mayor for report.		COUNCIL FILE No.
SUBJECT Household Hazardous Waste Program		COUNCIL DISTRICT

SUMMARY

The Bureau of Sanitation has proposed a strategy for immediate, mid- and long-range programs for dealing with Household Hazardous Waste (HHW).

The immediate program provides for four HHW roundups in 1990-91. The Budget and Finance and Environmental Quality and Waste Management Committees have recently recommended approval of four roundups for the remainder of 1990-91; no further action is required.

The mid-range program provides for a combination of a Mobile Collection Program and a pilot collection facility over the next two years and will serve as a basis for developing a long-range program. A Mobile Collection Program, or "wastemobile", is successfully in operation in King County, Washington, and involves rotating a mobile facility throughout the area every two weeks. Advantages of the mobile program as compared to the roundups are that it covers more area by providing for more collection locations; is more conveniently located for residents; and, provides more hours of service at each location. King County has experienced a five to six percent participation rate as compared to the City's one percent rate with roundups. The Bureau estimates that a one percent participation rate in the mobile program will cost about \$2 million, which is similar to the roundups. Greater participation rates and costs can probably be expected. The mobile program will take about one year to implement, with the first step to issue a Request for Proposals for a contractor to provide the service.

A pilot collection facility is also planned at the North Central Refuse Collection Yard. The facility would receive HHW on an appointment basis from residents in the North Central portion of the City. Collection data and participation rates will be compared to the mobile program for future planning of collection facilities. First year costs are estimated to be approximately \$636,000, which when comparing the cost per participating residence is about double the cost of the roundups. The Bureau will submit a detailed cost analysis and appropriation request for this facility.

(Summary continued)

K. Connor

CITY ADMINISTRATIVE OFFICER

A long-range program beyond 1992-93 involves an analysis of the results from the mid-range program and possible implementation of a combination of the Mobile Collection Program and permanent facilities. No further action is required pending implementation and analysis of the mid-range program.

Preliminary cost estimates are approximately \$2.8 million per year for the mid-range program, with 1991-92 costs of about \$2 million due to less than full year funding for the Mobile Collection Program. Costs may be shared between the General Fund, Sewer Construction and Maintenance and Stormwater Pollution Abatement Funds in proportion to the relative impact of improperly disposed of HHW on the activities financed by each Fund.

RECOMMENDATIONS

That the Council, to provide for continuation of the Household Hazardous Waste Program:

1. Approve in concept a Mobile Collection Program and a pilot collection facility pending development of a permanent collection program; and,
2. Instruct the Bureau of Sanitation to prepare and release a Request for Proposals for a Mobile Collection Program and report back to Council with cost comparisons to the current roundups and the proposed pilot collection facility.

(Statement of Findings attached)

FINDINGS

1. Basis for Report

In a report dated October 12, 1990, the Board of Public Works approved a request by the Bureau of Sanitation to utilize \$957,000 from the Unappropriated Balance to conduct four Household Hazardous Waste (HHW) roundup events in 1990-91 and a strategy for immediate, mid- and long-range programs for dealing with HHW. The report was referred to the Mayor and Council and subsequently to the CAO from the Mayor for report.

2. Background

Household Hazardous Waste Program

In July 1985, the Council initiated a residential hazardous waste pilot project that included on-call collection and a Citywide public information campaign (C.F. 85-0466). In February 1988, the project was amended to instead provide for seven community roundup events. In October 1988, an eighth roundup was added (C.F. 85-0466 S5) and a ninth roundup was added in April 1990 (C.F. 85-0466 S3). The nine roundups were conducted from January 1989 to June 1990 at a total cost of approximately \$2.4 million, of which \$2.2 million was for contract packaging and disposal of the waste and the balance for City staff overtime. The average cost per roundup varied from a low of approximately \$170,000 to a high of about \$409,000, due primarily to varying participation rates. The last several events have cost in the mid-\$200,000 range and the Bureau is using approximately \$250,000 per roundup for planning purposes. This amount includes \$20,000 for City staff overtime and \$230,000 for contract packaging and disposal. Details of the first eight roundups, including the number of vehicles participating, materials recycled and disposed of and costs, are provided in Attachment 1 to this report.

The California Integrated Solid Waste Management Act of 1989 (AB 939) mandates a 25 percent reduction in solid waste disposed of in landfills by 1995 and 50 percent reduction by 2000. Initially, the Act required that HHW be a component of the reduction program; however, AB 2707 enacted by the legislature requires that HHW be a separate element which designates programs, publicity and public education.

1990-91 Roundups

In separate actions in December 1990 and January 1991, the Environmental Quality and Waste Management and Budget and Finance Committees (CF 90-1910 S2) approved the Bureau's request to conduct four HHW roundups in 1990-91. Also approved was a recommendation by the Bureau to utilize Sewer Construction and Maintenance (SCM) and Stormwater funds in addition to General Funds to finance these roundups. The Bureau proposed the use of these special funds since HHW is improperly disposed of in sewers and storm drains as well as landfills. Fifty percent of the costs are to be financed from the General Fund and 25 percent each from Stormwater and SCM funds.

(Findings continued)

A total of \$1 million was approved for the four roundups, including \$150,000 previously approved by the Council in accordance with a South Coast Air Quality Management District (SCAQMD) Settlement Agreement (C.F. 87-0256 S2).

3. Proposed HHW Strategy

Immediate Program

The Bureau proposes that roundup events be utilized to meet immediate program needs through 1990-91 (see Attachment 2). As discussed above, the four roundups recommended by the Bureau for this year have been approved by two Council Committees and are awaiting Council consideration. No further action is required.

Mid-Range Program

The mid-range program involves a Mobile Collection Program and a pilot collection facility which would be in operation for 1991-92 and 1992-93 and serve as the basis for determining a long-range program.

Mobile Collection Program

The Mobile Collection Program, or "wastemobile", is similar to that conducted in King County, Washington, which the Bureau reports is considered to be very successful. Under the King County program a contract mobile facility operates in each of 24 geographic areas for two weeks per year. The facility is open to the public for three days during each week, and a schedule listing the general areas is published a year in advance. Specific sites are identified and publicized a few weeks before each event. Types of sites utilized include church and school parking lots, park and ride lots and shopping centers. The HHW collected each day is transported to the contractor's treatment, storage and disposal facility. At the end of the two-week period the mobile facility is relocated to another area. The Bureau reports that the King County program has experienced a five to six percent participation rate, which is greater than the one percent rate for the City roundup program. The Bureau reports that the success of King County's program is due to promotion and education and overall environmental awareness.

The Bureau advises that a contract Mobile Collection Program could be operational in the City within about a year. The Bureau estimates that a one percent participation rate would cost about \$2.2 million per year. This is about the same participation rate and annual cost as the eight roundups conducted in 1989. A five percent participation rate would cost about \$10 million. Advantages of a mobile collection program as compared to the roundups are that it covers more area by providing for more collection locations during the year; is more conveniently located to residents because there are more locations; and, provides for more service at each location (six days at each location vs. a weekend at each location with the current roundups). These advantages will probably equate to a participation rate greater than one percent, resulting in costs

(Findings continued)

greater than \$2 million. The Bureau estimates that the Mobile Collection Program will take about a year to implement which should have only a six-month cost impact on the 1991-92 Budget. The first step in implementing the Mobile Collection Program is for the Bureau to issue a Request for Proposals (RFP) seeking contractors to provide these services.

Pilot Collection Facility

The Bureau proposes to utilize the North Central Refuse Collection Yard for a pilot HHW collection facility. The Bureau advises that this facility will receive HHW from residents within Council Districts 1 & 14 on an appointment basis. HHW collected at this facility will provide collection, participation and cost data for comparison with the Mobile Collection Program, roundups, or other programs which may be developed. This data will also be utilized to determine the number and size of other possible permanent facilities. The Bureau is in the process of preparing a Negative Declaration for use of the facility.

The Bureau estimates startup costs of \$117,000 and annual operating costs of \$519,000 (not including City staff). The Bureau is currently preparing a funding package which will either be submitted on an interim basis in 1990-91 or considered as part of the 1991-92 Budget.

While use of a pilot collection facility will provide a comparison to other HHW collection programs, we are concerned with the preliminary estimates. The first eight roundups cost about \$2.2 million and are estimated to have included about 12,000 participating residences, or approximately \$183 per participating residence. The pilot collection facility would serve only a portion of the City at a first-year cost of about \$636,000, or \$400 per participating residence. A more thorough review of the cost estimates will be made with submission of the Bureau's funding request.

Long-Range Program

A long-range program beyond 1992-93 will result from an analysis of the results of the mid-range program and may involve a combination of mobile collection and permanent facilities. However, the Bureau anticipates that it will take a minimum of five years to identify sites, complete environmental documentation, permit facilities, obtain funding and complete design and construction.

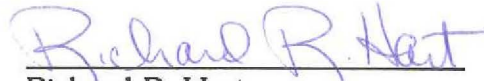
The Bureau believes that at least one permanent facility will be required for the temporary storage of HHW regardless of the long-range option selected and proposes to site and permit such a facility during the next two years. No further action is required on the long-range program pending implementation and analysis of the mid-range program.

4. Cost Estimate

Preliminary cost estimates for the next two years are approximately \$2.8 million, including \$2.2 million for the Mobile Collection Program and \$636,000 for the pilot collection facility. Costs for

(Findings continued)

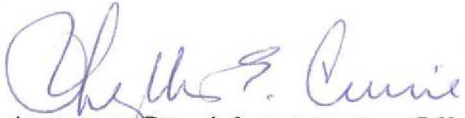
1991-92 should be no more than \$2 million as it is anticipated that the Mobile Collection Program will not be operational until approximately January 1992. Costs may be shared between the General Fund, SCM and Stormwater Funds in proportion to the relative impact of improperly disposed of HHW on the activities financed by each Fund.



Richard R. Hart

Principal Administrative Analyst

APPROVED:



Assistant City Administrative Officer

KC:RRH

Attachments

(Findings continued)

ATTACHMENT I

SUMMARY OF ROUND-UP EVENTS IN CALENDAR YEAR 1989

Conducted	MATERIALS RECOVERED				ROUNDUP-EVENTS COSTS				
	EVENTS	CARS (numbers)	RECYCLED paint/oil (gallons)	DISPOSED (drums)	RECYCLE (dollars)	DISPOSED (dollars)	CONTRACT (dollars)	O.T. SALARIES (dollars)	TOTAL (dollars)
1/89	1 RESEDA	1700	9478	690	\$15,370.00	\$134,550.00	\$248,593.00	\$22,000.00	\$270,593.00
2/89	2 WEST L.A.	1560	5715	619	\$9,300.00	\$114,270.00	\$245,945.00	\$24,000.00	\$269,945.00
3/89	3 VAN NUYS	1500	5385	860	\$7,300.00	\$161,211.00	\$319,451.00	\$24,000.00	\$343,451.00
5/89	4 SO. CENT	360	1936	338	\$3,040.00	\$65,604.00	\$149,976.00	\$20,000.00	\$169,976.00
8/89	5 HARBOR	1040	4645	538	\$4,050.00	\$106,524.00	\$197,627.00	\$22,000.00	\$219,627.00
8/89	6 GRAN HILL	2450	11930	1011	\$19,590.00	\$201,189.00	\$384,783.00	\$24,000.00	\$408,783.00
9/89	JODGER ST	762	3535	430	\$5,662.00	\$106,822.00	\$200,770.00	\$22,000.00	\$222,770.00
11/89	8 SUN VAL	975	6175	426	\$8,038.00	\$123,975.00	\$226,056.00	\$22,000.00	\$248,056.00
	TOTALS	10347	48799	4912	\$72,350.00	\$1,014,145.00	\$1,973,201.00	\$180,000.00	\$2,153,201.00

Source: Bureau of Sanitation

HHW PROGRAM SCHEDULE

